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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*]

DECLARATION OF SEAN M. BLAKELY IN SUPPORT OF PLAINTIFFS' 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

I, SEAN M. BLAKELY, declare as follows:

1. I am a Partner at Haines Law Group, APC, and co-counsel for the named Plaintiffs Jennifer Rahaim, Lizbeth Martinez, and Fiona King (collectively, "Plaintiffs") and the proposed Settlement Class in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. 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 am a 2008 graduate of Southwestern Law School. I was admitted to the California State Bar in September 2009. From December 2010 to September 2011, I worked as a Law Clerk for Rose, Klein & Marias, a civil litigation firm in Long Beach, California. At Rose, Klein & Marias I assisted trial attorneys in employment and personal injury cases. From September 2011 to May 2016, I worked as an associate at the employment law firm of Mahoney Law Group, APC in Long Beach, California. The vast majority of my work at Mahoney Law Group, APC focused on representing employees in wage and hour class actions. My work at Mahoney Law Group, APC also included representing employees in individual claims for wrongful termination, harassment, discrimination, and retaliation. Although non-exhaustive, the types of work I performed at Mahoney Law Group, APC included: conducting client intakes, performing pre-filing research and analysis, drafting complaints, attending court hearings, corresponding with opposing counsel, drafting and responding to written discovery, preparing for and taking and defending depositions, analyzing payroll and timekeeping records and employee handbooks, opposing motions for summary judgment, as well as a variety of other motions such as motions for remand, demurrers and motions to dismiss, motions to strike, motions to compel, motions to quash, and motions for class certification, drafting mediation briefs, attending mediations, drafting long-form settlement agreements, drafting motions for preliminary and final settlement approval, and overseeing the notice process.

3. Since November 8, 2016, I have worked at my current firm, Haines Law Group, APC, where, in 2020, I became a Partner. I am currently responsible for managing over forty (40) active wage and hour class and representative actions in both state and federal court.

4. The following is a non-exhaustive list of wage and hour class actions in which I

have been appointed as class counsel and/or played a significant role in prosecuting the litigation, and which have received final approval: *Santimateo v. Sun Healthcare Group, Inc., et al,* Case No. BC471884, California Superior Court, Los Angeles County, Judge Jane L. Johnson presiding (granted final approval of settlement on behalf of employees at rehabilitation facility involving claims for unpaid wages and meal and rest period violations, and other claims, in which I was approved at an hourly rate of $325 for work performed in 2012-2013); *Teyuca v. Pacific Alliance Medical Center, Inc*., California Superior Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of settlement on behalf of healthcare workers for unpaid wages, meal and rest period violations, and other claims, in which I was approved at an hourly rate of $325 for work performed in 2012-2013); *Arteaga v. Command Center Security, Inc.,* Case No. BC480496, California Superior Court, Los Angeles County, Judge John Shepard Wiley, Jr. presiding (granting final approval of settlement on behalf of security guards involving claims for unpaid overtime, meal and rest period violations, and other claims, in which I was approved at an hourly rate of $425 for work performed in 2012-2015); *Casadine v. Maxim Healthcare Services, Inc*., Case No. CV 12-10078-DMG (CWx), United States District Court, Central District of California, Judge Dolly M. Gee presiding (granting final approval of settlement on behalf of home health care employees involving claims for unpaid wages and other claims, in which I was approved at an hourly rate of $425 for work performed in 2012-2015); *Guzman v. Andrew Lauren Interiors, Inc.*, *et al*., Case No. BC567757, California Superior Court, Los Angeles County, Judge Elihu M. Berle presiding (granting final approval of settlement on behalf of construction workers involving claims for unpaid wages, meal and rest period violation, and other claims, in which I was approved at an hourly rate of $425 for work performed in 2014-2016); *Booker v. The Goodyear Tire and Rubber Company*, Case No. BC498399, California Superior Court, Los Angeles County, Judge Amy Hogue presiding (granting final approval of settlement on behalf of tire mechanics involving claims for unpaid wages, meal and rest period violations, and other claims, in which I was approved at an hourly rate of $425 for work performed in 2013-2015); *Nunez v. CompuCom Systems, Inc.*, Case No. BC618385, California Superior Court, Los Angeles County, Judge John Shepard Wiley, Jr. presiding (granting final approval of

settlement on behalf of IT support workers for overtime, meal and period, reimbursement, and related violations, approved at hourly rate of $475 for work performed in 2016 and 2017); *Galvan v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt employees of a chemical manufacturing company involving claims for unpaid overtime and waiting time penalties); *Razon v. TTM Technologies, Inc., et al*., Case No. 37-2016-00038326-CU-OE-CTL, California Superior Court, San Diego County, Judge Gregory W. Pollack presiding (granting final approval of settlement involving claims for unpaid overtime wages, wage statement violations, and meal period violations); *Blank v. Coty, Inc., et al*., Case No. BC624850, California Superior Court, Los Angeles County, Judge Williams F. Highberger presiding (granting final approval of settlement involving claims for wage statement violations, meal period violations, and other claims); *Morales v. Caremeridian, LLC, et al*., Case No. BC593191, California Superior Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of settlement on behalf of direct support professionals involving claims for unpaid wages, meal and rest period violations, wage statement violations, and other claims); *Aguilar v. Act Fulfillment, Inc*., Case No. RIC1616643, California Superior Court, Riverside County, Judge Sharon J. Waters presiding (granting final approval of settlement on behalf of non-exempt factory workers involving claims for meal period violations); *Sandoval v. AMCOR Flexibles Inc*., Case No. BC617499, California Superior Court, Los Angeles County, Judge Kenneth R. Freeman presiding (granting final approval of settlement on behalf of manufacturing employees involving claims for unpaid wages, meal period violations, rest period violations, and waiting time penalties); *Le v. GBW Railcar Services, L.L.C*., Case No. RIC1612209, California Superior Court, Riverside County, Judge Sharon J. Waters presiding (granting final approval of settlement on behalf of non-exempt employees of a freight railcar manufacturer involving claims for unpaid overtime and minimum wages, meal period violations, and rest period violations); *Silva v. ADJ Products, LLC*, Case No. BC618581, California Superior Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of settlement involving claims for unpaid overtime and minimum wages, rest period violations,

wage statement violations, and waiting time penalties); *Lira v. Discus Dental, LLC, et al.*, Case No. CIVDS1620402, California Superior Court, San Bernardino County, Judge David Cohn presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid minimum and overtime wages, meal and rest period violations, and other claims); *Gonzales v. PathPoint*, Case No. BC657147, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt direct support professionals involving claims for meal and rest period violations and other claims); *Duran v. PRADA USA CORP.*, Case No. BC644319, California Superior Court, Los Angeles County, Judge Maren E. Nelson presiding (granting final approval of settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid overtime wages, meal and rest period violations, failure to reimburse for necessary expenditures, and other claims); *Banegas v. UPM, Inc.*, Case No. BC644438, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid wages, meal and rest period violations, and other claims); *Palafox v. Pacific Line Clean-Up, Inc.*, Case No. 30-2017-00921632-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt employees involving claims for unpaid overtime wages, meal and rest period violations, and other claims); *Janet Arroyo v. AST Sportswear, Inc., dba Bayside Apparel Manufacturing, Inc.*, Case No. 30-2017-00909663-CU-OE-CXC, California Superior Court, Orange County, Judge Glenda Sanders presiding (granting final approval of settlement on behalf of non-exempt garment employees involving claims for unpaid minimum wages, meal and rest period violations, and other claims); *Carlos Garcia v. Fabrica International, Inc.*, Case No. 30-2017-00949461-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid minimum and overtime wages, meal and rest period violations, and statutory penalties); *Jonathan Leon v. Piercey West, Inc.*, Case No. BC656874, California Superior Court, Los Angeles County, Judge Amy D. Hogue presiding (granting final approval of settlement on behalf

of non-exempt commissioned salespersons and other employees involving claims for unpaid wages, meal and rest period violations, unreimbursed business expenses, and other claims); and *Matthew Tovar, et al. v. Rentokil North America, Inc*., Case No. BC676386, California Superior Court, Los Angeles County, Judge Daniel J. Buckley presiding (granting final approval of settlement on behalf of non-exempt employees involving claims for unpaid overtime, meal and rest break violations, and other claims); *Seungmin Samantha Lee v. Infor (US) Inc*., Case No. CGC-18-566393, California Superior Court, San Francisco County, Judge Ethan P. Schulman presiding (granting final approval of settlement on behalf of sales development representatives involving claims for unpaid overtime, meal and rest period violations, and penalty claims); *Tracy Aguilar, et al. v. Aero Port Services, Inc*., Case No. BC659234, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt employees involving claims for meal and rest period violations, and other claims); *Carlos Perez, et al. v. Moss Bros. Auto Group, Inc., et al*., Case No. RIC1709905, California Superior Court, Riverside County, Judge Sunshine S. Sykes presiding (granting final approval of settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid wages, meal and rest period violations, other claims); and *Julio Alfaro v. Orange Automotive d/b/a Kia of Orange*, Case No. 30-2017-00945105-CU-OE-CXC, California Superior Court, Orange County, Judge Randall J. Sherman presiding (granting final approval settlement on behalf of non-exempt commissioned employees involving claims for unpaid wages, meal and rest period violations, unreimbursed business expenses, and penalty claims).

5. I have also moved to certify and have received an order certifying a class action in *Ontiveros v. Safelite Fulfillment, Inc., et al*., Case No. CV 15-7118-DMG (RAOx), United States District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six classes of employees for rest period violations, wage statement violations, meal period violations, and overtime and double-time violations); *Vazquez v. Kraft Heinz Foods Company,* Case No. 16-CV-02749-WQH (BLM), United States District Court, Southern District of California, Honorable William Q. Hayes, presiding (certifying unpaid wages classes, meal period classes, wage statement class, and waiting time penalty class); *McDonald, et al. v. Sierra Pacific Industries*,

Case No. 191133, Shasta County Superior Court, Hon. Tamara L. Wood (certifying eight classes for meal period violations, rest period violations, unpaid wages, unreimbursed business expenses, wage statement violations, and waiting time penalties); *Rosales v. Laclede, Inc.*, Case No. 20STCV01184, Los Angeles Superior Court, Hon. Stuart M. Rice, presiding (certifying three classes for meal period violations, unpaid wages, and waiting time penalties); and *Quincy Calloway v. Lightstorm Entertainment, Inc., et al.*, Case No. 24STCV05939, Los Angeles County Superior Court, Honorable Theresa M. Traber presiding (certifying claims for unpaid overtime wages, wage statement violations, and waiting time penalties).

6. In each year from 2018-2023, Thomson Reuters recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern California each year. In each year from 2024 through 2026, Thomson Reuters recognized Mr. Blakely as a "Super Lawyer" in the annual Super Lawyer magazine, an honor awarded to no more than five percent of all attorneys in Southern California each year.

7. As co-counsel for Plaintiffs and the proposed Settlement Class, I have been intimately involved in this case since its inception, and I believe that the proposed Settlement is an excellent result for the Settlement Class.

8. Defendant Langham Hotels Pacific Corporation dba The Langham Huntington Pasadena ("Langham") is a luxury resort located in Pasadena, California.

9. 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.* On the following day, April 10, 2025, Plaintiff Rahaim sent her PAGA notice letter to the LWDA. Attached hereto as **Exhibit 2** is a true and correct copy of Plaintiff Rahaim's April 10, 2025 LWDA Letter. n 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. On August 26, 2026, as part of the Settlement, 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.

10. In connection with mediation, the Parties engaged in extensive informal discovery. Langham produced timekeeping and payroll data for the entire putative class. Langham also produced its employee handbook in use during the Class Period, as well as other documents and information. 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. This discovery allowed the Parties to assess the merits and value of Plaintiffs' claims, the chances of certification of Plaintiffs' claims, and Langham's potential defenses.

11. 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. 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. At the conclusion of the mediation, Mr. Serratore issued a mediator's proposal for a class-wide settlement, which was

accepted by both sides. During the months that followed, the Parties finalized the terms of the Settlement and executed the long-form Settlement Agreement before the court. A true and correct copy of the Stipulation of Settlement is attached hereto as **Exhibit 1.** The proposed Notice of Pendency of Class Action and Proposed Settlement ("Class Notice") and Notice of Estimated Settlement Payment is attached as **Exhibit A** to the Settlement Agreement.

12. 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**

13. According to Defendant, there are approximately 685 Settlement Class members. Therefore, the average Individual Settlement Award from the NSA is projected to be approximately $494.33. 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.

14. As detailed in Plaintiffs' Motion for Preliminary Approval, Langham asserts that the vast majority of Settlement Class members signed valid and enforceable arbitration agreements with class action waivers. Setting aside any arguments as to the merits of Plaintiffs' claims, Langham contends that absent settlement, a class-wide recovery for Settlement Class members was not possible and that only PAGA civil penalties could potentially be recovered on behalf of a subset of Settlement Class members. As such, Langham contends that absent its agreement to not raise the arbitration agreements as an affirmative defense, any recovery to the vast majority of Settlement Class members would be limited to only the employee's potential 35% share of PAGA civil penalties.

15. 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. 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. 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. 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. Plaintiffs contend that as a result of this practice, Langham failed to pay employees for at least 10 minutes each shift. Plaintiffs' expert calculated that Settlement Class members worked approximately 242,421 shifts during the Class Period and that the average hourly rate for Settlement Class members was $24.28. 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). However, 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. Langham maintains that it provided employees with multiple sets of uniforms so employees could take their uniforms home should they wish to do so. 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. 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. 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.

16. 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). 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. Plaintiffs allege that this affected approximately 25% of employee meal periods. Plaintiffs' expert calculated that Settlement Class members worked approximately 216,086 meal period eligible shifts. Plaintiffs' expert's analysis also reflects that Langham paid 8,596 meal period premiums. 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). However, Langham contends that it maintained compliant meal period policies throughout the Class Period and provided compliant meal periods in line with those policies. Langham asserts that evidence of its meal period compliance is shown in its employees' timekeeping records which reflect a 96% compliance rate. 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. 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. 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. 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. 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.

17. Plaintiffs further allege that Settlement Class members were not provided with second meal periods when they worked shifts in excess of 10.0 hours in a workday. 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. 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). In response, 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. As with Plaintiffs' first meal period claim, Langham argues that individualized inquiries would preclude class certification for this claim as well. 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.

18. 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. Plaintiffs contend that they were also required to remain on call and that their rest periods were at times interrupted due to work demands. 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). 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. 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. 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. These manageability concerns are especially present with respect to rest period claims, Langham argues, given that rest periods are not recorded. 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.

19. 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. 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. Therefore, Plaintiffs calculated Langham's potential exposure on this claim at $135,560 ($10 reimbursement * 13,556 work-months of cellular phone billing). 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, including cell phone expenses. Langham argues that to the extent that any expenses were not reimbursed, they were not reasonably incurred or submitted to Langham as employees had access to multiple landlines and phones throughout their shift. Langham also maintain 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. 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.

20. 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. 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. 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. 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). 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). 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. Langham further asserts that it has always paid employees their vacation wages at the time of separation to the extent they are owed any. Langham further argues that Plaintiffs' waiting time penalty exposure was grossly inflated as not every former employee experienced the alleged Labor Code violations. 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. 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.

21. 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. Those penalties are calculated as $50 for each "initial" violation and $100 for each "subsequent"

violation, with a maximum of $4,000 per employee. 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. 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). 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. 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.* 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.

22. As a result of the foregoing Labor Code violations, Plaintiffs allege that Langham is liable for civil penalties under the PAGA. Plaintiffs estimate a maximum total PAGA exposure of approximately $4,118,000 (41,180 pay periods * $100 "initial" penalty). Since Plaintiffs' PAGA claim is derivative of Plaintiff's underlying wage claims, Langham asserts the PAGA claim would fail with those claims. 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. 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.

23. 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. The proposed Settlement of $685,000 represents approximately 94.8% of the reasonably forecasted recovery for the Settlement Class. 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.

24. 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. This would have required the expenditure of substantial time and resources by both Parties that would have very likely spanned several years. Even if Plaintiffs were to certify the classes, the Parties would incur considerably more attorneys' fees and costs through a possible decertification motion, trial, and possible appeal. This Settlement avoids those risks and the accompanying expense.

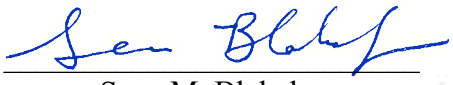
25. Class Counsel will also apply for an attorneys' fees award of one-third of the Gross Settlement Sum, which is currently estimated to be $228,333.33, and up to $45,000.00 in verified costs reimbursement. Plaintiffs submit the requested fee is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee basis. 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. 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.

26. 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. 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.

27. My firm, Haines Law Group, APC, has entered into a fee sharing agreement in this case with my co-counsel, Blackstone Law, APC. Under the terms of the agreement, any attorneys' fees awarded by the Court will be split 65% to Haines Law Group, APC and 35% to Blackstone Law, APC. This fee sharing agreement was expressly agreed to in writing by Plaintiffs pursuant to California Rule of Professional Conduct 1.5.1.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on September 8, 2026, at El Segundo, California.



Sean M. Blakely

Exhibit 1

STIPULATION OF SETTLEMENT

This Stipulation of Settlement ("Settlement Agreement" or "Settlement") is reached by and between Plaintiffs Jennifer Rahaim ("Plaintiff Rahaim"), Lizbeth Martinez ("Plaintiff Martinez"), and Fiona King ("Plaintiff King") (collectively, "Plaintiffs"), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Langham Hotels Pacific Corporation dba The Langham Huntington, Pasadena (hereinafter "Defendant"), on the other hand. Plaintiffs and Defendant are referred to herein collectively as the "Parties." Plaintiffs and the Settlement Class are represented by 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 (collectively, "Class Counsel"). Defendant is represented by Sabrina Shadi and Matthew Goodman of Baker & Hostetler LLP, and Michael Burns and Bailey K. Bifoss of Seyfarth Shaw.

On April 9, 2025, Plaintiff Rahaim filed a class action complaint against Defendant in Los Angeles County Superior Court, in the matter entitled *Jennifer Rahaim v. Langham Hotels Pacific Corporation dba The Langham Huntington, Pasadena*, Case No. 25STCV10715 (the "Rahaim Action"). On April 10, 2025, pursuant to Labor Code section 2699.3, subd. (a), Plaintiff Rahaim gave timely written notice to Defendant and the California Labor and Workforce Development Agency ("LWDA") by sending a notice pursuant to the Private Attorneys General Act ("PAGA"), Cal. Labor Code § 2698 *et seq* ("PAGA Notice"). On June 16, 2025, Plaintiff Rahaim filed her First Amended Class and Representative Action Complaint ("FAC").

On June 17, 2025, Plaintiff Martinez filed a class action complaint against Defendant 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").

On June 16, 2025, pursuant to Labor Code section 2699.3, subd. (a), Plaintiff Martinez gave timely written notice to Defendant and the LWDA of Defendant's alleged violations of PAGA and the specific Labor Code violations alleged to have been committed. 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 Defendant 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"). On January 15, 2026, Plaintiff Martinez and Plaintiff King gave timely written notice to Defendant and the LWDA of Plaintiff King's intention to be added as a named plaintiff in the Martinez PAGA Action. On March 23, 2026, Plaintiff Martinez and Plaintiff King filed their First Amended Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *et seq.*

On August 31, 2026, Plaintiffs filed the operative Consolidated Second Amended Class and Representative Action Complaint ("SAC" or "Operative Complaint") in the Rahaim Action, which added Lizbeth Martinez and Fiona King as named Plaintiffs 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. On September 4, 2026, Plaintiffs Martinez and King dismissed without prejudice the Martinez Class Action and the Martinez PAGA Action.

The Rahaim Action, Martinez Class Action, and Martinez PAGA Action are collectively referred to as the "Actions".

Given the uncertainty of litigation, Plaintiffs and Defendant wish to settle individually and on behalf of the Settlement Class (defined below). Accordingly, Plaintiffs and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiffs and Defendant stipulate to the certification of the following "Settlement Class" or "Settlement Class Members":

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

The Parties agree that certification for purposes of this Settlement Agreement is not an admission that class certification or representative treatment is proper under Section 382 of the Code of Civil Procedure, Rule 23 of the Federal Rule of Civil Procedure, or under Section 2699 *et seq.* of the California Labor Code. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

The "Participating Class Members" are Class Members who do not submit a timely and valid Request for Exclusion.

2. **Aggrieved Employees**. For the purposes of this Settlement Agreement only, the "Aggrieved Employees" are the following:

> All current and former non-exempt employees who worked for Defendant in California at any time from April 10, 2024 through preliminary approval ("PAGA Period").

3. **Release by Participating Class Members, Aggrieved Employees, and Plaintiffs**. Participating Class Members, Aggrieved Employees, and Plaintiffs will fully release and discharge Defendant, plus each of its former, present, and future owners, parents, subsidiaries, affiliates, predecessors or successors, and all their current, former, and future officers, directors, members, managers, employees, consultants, principals, trustees, administrators, assigns, insurers, agents, attorneys and/or legal representatives (the "Released Parties"), as follows:

A. Upon the Effective Date and the complete funding of the Gross Settlement Sum (defined below), Participating Class Members will release the Released Parties

from all claims and causes of action that were or could have been pled based on the facts set forth in the Operative Complaint that arose during the Class Period, including claims for: (a) failure to pay all minimum wages; (b) failure to pay all overtime and/or double-time wages and/or calculate overtime and/or double-time wages as required by law; (c) failure to provide meal periods as required by law and/or provide or calculate meal period premiums as required by law; (d) failure to authorize rest periods as required by law and/or provide or calculate rest period premiums as required by law; (e) failure to provide accurate, itemized wage statements; (f) failure to reimburse for all necessary business expenditures; (g) failure to provide a rest day at least once every six days of work in a workweek of seven consecutive days; (h) failure to timely pay wages during the course of employment; (i) waiting time penalties; (j) failure to keep required payroll records and maintain accurate records; (k) failure to pay all unused and accrued vacation at separation; and (l) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (the "Class Released Claims"). This release includes all theories of liability predicated on the Class Released Claims.

B. **Release of PAGA Claims.** Upon the Effective Date and the complete funding of the Gross Settlement Sum, Plaintiffs, as proxies for the State of California and all Aggrieved Employees, will release the Released Parties from all claims for civil penalties under PAGA that arose during the PAGA Period as disclosed in Plaintiffs' letters to the LWDA, including (a) failure to pay all minimum wages; (b) failure to pay all overtime and/or double-time wages and/or calculate overtime and/or double-time wages as required by law; (c) failure to provide meal periods as required by law and/or provide or calculate meal period premiums; (d) failure to authorize rest periods as required by law and/or provide or calculate rest period premiums; (e) failure to provide accurate, itemized wage statements; (f) failure to reimburse for all necessary business expenditures; (g) failure to provide a rest day at least once every six days of work in a workweek of seven consecutive days; (h) failure to timely pay wages during the course of employment; (i) waiting time penalties; (j) failure to keep required payroll records and maintain accurate records; and (k) failure to pay all unused and accrued vacation at separation (the "PAGA Released Claims"). This release includes all theories of liability predicated on the PAGA Released Claims.

C. **Release by Plaintiffs.** Upon the Effective Date and the complete funding of the Gross Settlement Sum, Plaintiffs, along with each of their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, will release, individually and in addition to the Class Released Claims and PAGA Released Claims, all claims, whether known or unknown, without exception, against the Released Parties. This release specifically includes but is not limited to all claims that were or reasonably could have been alleged based on the facts contained in the Operative Complaint, as well as any other claims, debts, liabilities, demands, damages, obligations, or actions of any nature whatsoever, whether known or unknown, suspected or unsuspected, arising

out of or in connection with their employment with Defendant, the separation of that employment, or any other act, omission, or event occurring between the Parties. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true, but agree nonetheless that this release shall be and will remain effective in all respects notwithstanding such different or additional facts or Plaintiff's discovery of them. Notwithstanding the foregoing, Plaintiffs understand that this release includes unknown claims and that Plaintiffs are, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

> **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.**

Specifically excluded from this are any claims that cannot be released as a matter of law, such as claims for workers' compensation benefits or unemployment benefits. No workers' compensation claims are being resolved under this Settlement.

As part of Plaintiffs' Release, Plaintiffs Rahaim and King specifically waive claims for discrimination, harassment, or retaliation based on age (including under the Age Discrimination in Employment Act ("ADEA")). Plaintiffs agree that they have 21 days to consider this Agreement after receiving it. They must sign and return this Agreement to Defendant during the review period if they want to receive the payments and other consideration listed in this Agreement. Additionally, after signing this Agreement, Plaintiffs have seven (7) days to revoke this ADEA waiver by sending written notice of revocation as provided in the Notice provision of this Agreement. This Agreement is not effective or enforceable until this revocation period expires. If Plaintiffs revoke their ADEA waiver under this Paragraph, Plaintiffs shall not receive the payments and other consideration listed herein.

4. **Gross Settlement Sum.** As consideration, Defendant agrees to pay a non-reversionary "Gross Settlement Sum" of Six Hundred Eighty-Five Thousand Dollars and Zero Cents ($685,000.00) in full and complete settlement of the Actions, as follows:

A. The Parties have agreed to engage ILYM Group, Inc. as the "Settlement Administrator" to administer this Settlement and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the payment of the administration expenses set forth herein.

B. The Gross Settlement Sum shall be deposited with the Settlement Administrator within sixty-five (65) calendar days of the Effective Date (which, for this purpose, shall be defined as the latest of: (1) the date on which the Court enters an Order

granting Final Approval of the Settlement Agreement; (2) the date on which the period for filing any appeal, writ, or other appellate proceeding opposing Final Approval of the Settlement and Judgment has elapsed without appeal, writ, or other appellate proceeding having been filed (*i.e.*, 61 days following Judgment being entered); (3) the date on which any appeal, writ, or other appellate proceeding opposing the Settlement has been dismissed, finally and conclusively, with no right to pursue further remedies or relief; or (4) when any appeal, writ, or other appellate proceeding has upheld the Court's Final Approval Order with no right to pursue further remedies or relief, including expiration of any time to seek reconsideration or further review.

C. This is a non-reversionary settlement and is the maximum amount to be paid by Defendant in settlement of the Actions subject to sections 4(D)-(E) below. The Gross Settlement Sum includes:

(1) All payments (including interest) to the Settlement Class;

(2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Ten Thousand Five Hundred Fifty Dollars and Zero Cents ($10,550.00);

(3) Up to Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) to each Plaintiff for their Class Representative Enhancement Payment, in recognition of their contributions to the Actions and their service to the Settlement Class. The amount of the Enhancement Payment to Plaintiffs is not a material term of this Agreement and, in the event that the Court reduces or does not approve the requested Class Representative Enhancement Payments, Plaintiffs shall not have the right to revoke this Settlement Agreement, and it will remain binding;

(4) Up to one-third of the Gross Settlement Sum in Class Counsel's attorneys' fees, plus actual costs and expenses incurred by Class Counsel related to the Actions as supported by declarations, which are currently estimated to be no greater than Forty-Five Thousand Dollars and Zero Cents ($45,000.00). The amount of Class Counsel attorneys' fees and costs is not a material term of this Agreement and, in the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding; and

(5) Forty Thousand Dollars and Zero Cents ($40,000.00) of the Gross Settlement Sum has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), sixty-five percent (65%) of such penalties, or Twenty-Six Thousand Dollars and Zero Cents ($26,000.00) will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining thirty-five percent (35%), or Fourteen Thousand Dollars and Zero Cents ($14,000.00), will be payable to the Aggrieved Employees

("PAGA Amount") The Court has authority under this Agreement to increase or reduce the PAGA Amount up to and including at the Final Approval stage. However, some approval of PAGA civil penalties is a material term of this Agreement. If the Court does not approve any PAGA civil penalties without leave to amend, then the entire Agreement will be, at Defendant's sole discretion, void and unenforceable. In such a case, the Parties shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement and the Parties shall proceed in all respects as if this Agreement had not been executed.

(6) Any difference between these requested amounts and the amounts approved by the Court will revert to the Net Settlement Amount for the benefit of the Participating Class Members.

(7) Disbursement of attorneys' fees and costs, Enhancement Payments, and all costs of the Settlement Administrator shall not precede distribution of the Individual Settlement Payments.

D. **Escalator Clause**. Defendant represents that there are approximately 57,000 total collective workweeks (*i.e.*, a week in which a Settlement Class Member worked for Defendant for at least one day during the Class Period) worked during the Class Period. Should the actual number of workweeks during the Class Period exceed this number by more than 10% (i.e., if there are 62,700 or more workweeks), Defendant has the option to increase the Gross Settlement Sum on a proportional basis above the 10% threshold (i.e., if there was a 12% increase in the number of workweeks above the estimated 57,000 workweeks, Defendant shall increase the Gross Settlement Sum by 2%) or Defendant can choose to cut-off the Class Period and PAGA Period as of the accrual of 62,700 workweeks.

E. Defendant's share of payroll taxes shall be paid by Defendant separately from, and in addition to, the Gross Settlement Sum.

5. **Payments to the Settlement Class.** Settlement Class Members are not required to submit a claim form to receive a payment ("Individual Settlement Payment") from the Settlement nor are Aggrieved Employees required to submit a claim form to receive a payment ("Individual PAGA Payment") from the Settlement. Individual Settlement Payments and Individual PAGA Payments will be determined and paid as follows:

A. The Settlement Administrator shall first deduct from the Gross Settlement Sum the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, Plaintiffs' Class Representative Enhancement Payments, the Settlement Administrator's fees and expenses for administration, and the total amount designated as PAGA civil penalties. The remaining amount shall be known as the "Net Settlement Amount."

B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class Member's Individual Settlement Payment based on the following formula:

i. The Net Settlement Amount shall be allocated among Participating Class Members based on each Participating Class Member's proportionate workweeks worked during the Class Period, which will be calculated by multiplying the Net Settlement Amount by a fraction, the numerator of which is the Participating Class Member's number of workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all Participating Class Members during the Class Period.

C. From the PAGA Amount, the Settlement Administrator will calculate each Aggrieved Employee's Individual PAGA Payment based on the following formula:

i. The PAGA Amount shall be allocated among Aggrieved Employees based on each Aggrieved Employee's proportionate pay periods worked during the PAGA Period, which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Aggrieved Employee's number of pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all Aggrieved Employees during the PAGA Period.

D. Within ten (10) calendar days following Defendant's deposit of the Gross Settlement Sum with the Settlement Administrator, the Settlement Administrator will calculate Individual Settlement Payments and Individual PAGA Payments amounts and provide the same to the Parties' counsel for review and approval. Within seven (7) calendar days of approval by the Parties' counsel, the Settlement Administrator will prepare and mail Individual Settlement Payments, less applicable taxes and withholdings, to Participating Class Members, and Individual PAGA Payments to Aggrieved Employees. The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant's counsel. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members, including those for whom the Notice Packet was returned as undelivered.

E. For purposes of calculating applicable taxes and withholdings, each Individual Settlement Payment shall be allocated as follows: forty-five percent (45%) as penalties, forty-five percent (45%) as interest, and ten percent (10%) as wages. Individual PAGA Payments shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to Participating Class Members and Aggrieved Employees IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Participating Class Members and Aggrieved

Employee above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Member may be entitled under any benefit plan. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Settlement Payment.

F. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. Each Participating Class Member and Aggrieved Employee who receives an Individual Settlement Payment and Individual PAGA Payment must cash that check within 180 days from the date the Settlement Administrator mails it. Any funds from checks that are not cashed within 180 days after mailing shall be transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member.

G. Neither Plaintiffs nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

6. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of one-third of the Gross Settlement Sum, which is currently estimated to be Two Hundred Twenty-Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents ($228,333.33). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declarations, in an amount not to exceed Forty-Five Thousand Dollars and Zero Cents ($45,000.00) from the Gross Settlement Sum. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court. Class Counsel assume full responsibility and liability for taxes owed on the fee and costs award, and hold Defendant harmless and will indemnify Defendant from any dispute or controversy regarding any division or sharing of any of those payments.

7. **Class Representative Enhancement Payments.** Defendant will not object to a request for a Class Representative Enhancement Payments of up to Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) each for Plaintiff Rahaim, Plaintiff Martinez, and Plaintiff King, for their time and risk in prosecuting the Actions, and their service to the Settlement Class. These awards will be in addition to Plaintiffs' respective Settlement payments as Participating Class Members and Aggrieved Employees, and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. Plaintiffs assume full responsibility and liability for any taxes owed on the Enhancement Payments. In the event that the Court reduces or does not approve the requested

Class Representative Enhancement Payments, Plaintiffs shall not have the right to revoke this Settlement, and it will remain binding.

8. **Settlement Administrator.**

A. Defendant will not object to the appointment of ILYM Group, Inc. as the Settlement Administrator. Defendant will not object to Plaintiffs' request to the Court to pay up to Ten Thousand Five Hundred Fifty Dollars and Zero Cents ($10,550.00) for its services from the Gross Settlement Sum. The Settlement Administrator shall be responsible for sending notices and for calculating Individual Settlement Payments and Individual PAGA Payments and preparing all checks and mailings, calculating Defendant's share of taxes payable on the wages, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Sum by Class Counsel only after Individual Settlement Payments and Individual PAGA Payments have been mailed to all Participating Class Members and Aggrieved Employees. The Settlement Administrator shall also be responsible for posting the Final Judgment to its website.

B. The Administrator shall have and use its own employer identification number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

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

D. The Administrator will 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, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, 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 and emails.

E. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defendant's 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 Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report").

9. **Preliminary Approval.** Within 30 days after this Settlement Agreement is fully executed by the Parties, Plaintiffs shall apply to the Court for the entry of an Order:

A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;

B. Appointing 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;

C. Appointing Plaintiffs Jennifer Rahaim, Lizbeth Martinez, and Fiona King as Class Representatives for the Settlement Class;

D. Approving ILYM Group, Inc. as the Settlement Administrator;

E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;

F. Approving the form and content of the Notice Packet (attached hereto as **Exhibit A**), and directing the mailing of same; and

G. Scheduling a Final Approval hearing.

10. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

A. Within fifteen (15) business days after entry of an order preliminarily approving this Settlement, Defendant will provide the Settlement Administrator with the full names, last known addresses, social security numbers, the number of workweeks worked by each Settlement Class member while employed during the Class Period, and number of pay periods worked by each Aggrieved Employee during the PAGA Period (the "Class Data"). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.

B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class Members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class Members; (ii) update the address of any Settlement Class Member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Payment for each Settlement Class Member and Individual PAGA Payment for each Aggrieved Employee; and (iv) mail a Notice Packet to each Settlement Class Member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

C. Requests for Exclusion. Any Settlement Class Member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within forty-five (45) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").

i. The Notice Packet shall state that Settlement Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the full

name, address, telephone number and the last four digits of the Social Security number of the Settlement Class Member; (2) contain a statement that the Settlement Class Member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class Member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Notice Packet. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement (*i.e.*, the Settlement Class Member shall remain a Participating Class Member), except a Request for Exclusion not containing a Settlement Class Member's telephone number and/or last four digits of the Social Security number will be deemed valid provided that the identity of the Settlement Class Member may be reasonably ascertained by the Parties. 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 date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. The Administrator's determination as to the validity of a Request for Exclusion shall be final and not appealable or otherwise susceptible to challenge.

ii. Any Settlement Class Member who requests to be excluded from the Settlement Class will not be entitled to an Individual Settlement Payment and will not be bound by the terms of the class action components of the Settlement or have any right to object, appeal or comment thereon. The Administrator shall retain an amount equal to any Non-Participating Class Member's Individual Class Payment in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. Notwithstanding the foregoing, the PAGA settlement provisions and PAGA Release will apply to all Aggrieved Employees whether or not they exclude themselves from the class action components of the Settlement. Aggrieved Employees who submit a valid and timely Request for Exclusion shall still be entitled to their portion of the PAGA penalties described above, and will release all PAGA Released Claims, whether they submit a valid and timely Request for Exclusion or not.

iii. Every Settlement 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, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

iv. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defendant's counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); and (b) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

D. Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Notice Packet by submitting a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as attach all such objections to their declaration which will be filed with the Court). Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless the objections are filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant's counsel and Class Counsel shall have ten (10) days to file a response to the objections. To be valid, any written objection should: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing. Members of the Settlement class who request exclusion *may not* object to the Settlement.

E. Notice of Estimated Settlement Payment / Disputes. Each Notice Packet mailed to a Settlement Class Member shall disclose the amount of the Settlement Class Member's estimated Individual Settlement Payment and Individual PAGA Payment as well as all of the information that was used from Defendant's records in order to calculate the Settlement payments. Settlement Class Members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice Packet, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. In the absence of any contrary documentation, the Administrator is entitled to presume that the workweeks and pay periods contained in the Class Notice are correct. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments and Individual PAGA Payments under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment and Individual PAGA Payment shall be binding upon the Settlement Class Member and the Parties.

F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement

Administrator shall resend the Notice Packet to the Settlement Class Member immediately, and in any event within three (3) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class Member. Settlement Class Members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Settlement Class Member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

11. **Final Approval.** Following preliminary approval and the close of the Response Deadline, Plaintiffs shall apply to the Court for entry of an Order:

A. Granting final approval of the Settlement, adjudging the terms thereof to be fair, adequate, and reasonable, and directing consummation of its terms and provisions;

B. Approving Plaintiffs' and Class Counsel's request for attorneys' fees and reimbursement of costs, Class Representative Enhancement Payments, and settlement administration costs; and

C. Entering Final Judgment pursuant to California Rule of Court 3.769. Said Judgment shall be posted on the Settlement Administrator's website.

12. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to Federal Evidence Code Section 408 and California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by Federal Evidence Code Section 408 and the California Evidence Code Section 1152.

13. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Sabrina Shadi of Baker & Hostetler LLP, 1900 Avenue of the Stars, Suite 2700, Los Angeles, California 90067; sshadi@bakerlaw.com; Bailey K. Bifoss of Seyfarth Shaw, 560 Mission Street, 31st Floor, San Francisco, California 94105; bbifoss@seyfarth.com.

if to Plaintiffs: Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245;

Alexandra Rose and Jasmine Y. Kianfard of Blackstone Law, APC, Blackstone Law, APC, 8383 Wilshire Blvd., Beverly Hills, California 90211; arose@blackstonepc.com; jkianfard@blackstonepc.com.

15. **Cooperation**. The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

16. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the Actions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof. Further, all terms of this Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

17. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

18. Enforcement Action. Consistent with the class action procedure, the Parties agree that the Los Angeles County Superior Court shall have jurisdiction to enforce this Settlement pursuant to California Code of Civil Procedure section 664.6, and California Rule of Court 3.769. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

19. **Effect of Settlement Not Being Final.** In the event that the Settlement does not become Final, then the Settlement Agreement shall become null and void and all negotiations, proceedings, and statements relating thereto shall be without prejudice as to the rights of any and all Parties hereto, and all Parties and their respective predecessors and successors shall be deemed to have reverted to their respective positions in the Action as of the date and time immediately prior to the execution of this Settlement Agreement and shall retain all rights to make all arguments regarding the merits of the claims and the appropriateness of the case for class and/or representative treatment.

20. **Amended Judgment.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

21. **Defendant's Right to Withdraw.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may but is not obligated to elect to withdraw from the Settlement. The Parties agree that, if Defendant 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, that Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

22. **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.

23. **No Tax Advice.** Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

24. **Modification of Agreement.** This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed or agreed to by all Parties or their representatives, and approved by the Court. Plaintiffs and Defendant expressly agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any amendments of this Agreement, amended Agreements, or amendments to the Agreement, on behalf of the Parties once fully executed, which includes, but is not limited to, authorization of the use of signatures previously provided by the Parties.

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

26. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

27. **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 the drafter or participated in the drafting.

28. **Use 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 Defendant 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. Plaintiff's

Counsel shall retain such information and data only as long as required to comply with all legal and ethical obligations, and shall store all such information and data in a secure fashion.

29. **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.

30. **Severability.** In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

DATED: 9/09, 2026

DEFENDANT LANGHAM HOTELS PACIFIC CORPORATION DBA THE LANGHAM HUNTINGTON, PASADENA

By: _____

Title: MANAGING DIRECTOR

DATED: _____, 2026

PLAINTIFF JENNIFER RAHAIM

By: _____

DATED: 09/07, 2026

PLAINTIFF LIZBETH MARTINEZ

By: _____

DATED: 09/05/2026, 2026

PLAINTIFF FIONA KING

By: _____

Counsel shall retain such information and data only as long as required to comply with all legal and ethical obligations, and shall store all such information and data in a secure fashion.

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DATED: _____, 2026

DEFENDANT LANGHAM HOTELS PACIFIC CORPORATION DBA THE LANGHAM HUNTINGTON, PASADENA

By:_____
Title:

DATED: 9 -4, 2026

PLAINTIFF JENNIFER RAHAIM

By: Jennifer Rahaim (Sep 4, 2026 13:32:09 PDT)

DATED: _____, 2026

PLAINTIFF LIZBETH MARTINEZ

By:_____

DATED: _____, 2026

PLAINTIFF FIONA KING

By:_____

APPROVED AS TO FORM:

DATED: September 9, 2026 BAKER & HOSTETLER LLP

By: Sabrina L. Shadi
Sabrina Shadi
Matthew Goodman
Attorneys for Defendant

DATED: September 9, 2026 SEYFARTH SHAW LLP

By: Bailey K. Bifoss
Bailey K. Bifoss
Attorneys for Defendant

DATED: _____, 2026 HAINES LAW GROUP, APC

By: _____
Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiffs

DATED: _____, 2026 BLACKSTONE LAW, APC

By: _____
Miriam L. Schimmel
Joana Fang
Jared C. Osborne
Kyle W. Wilson
Alexandra Rose
Jasmine Y. Kianfard
Attorneys for Plaintiffs

APPROVED AS TO FORM:

DATED: _____, 2026 BAKER & HOSTETLER LLP

By:_____
Sabrina Shadi
Matthew Goodman
Attorneys for Defendant

DATED: Sept. 4, 2026 HAINES LAW GROUP, APC

By:_____
Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiffs

DATED: _____, 2026 BLACKSTONE LAW, APC

By:_____
Miriam L. Schimmel
Joana Fang
Jared C. Osborne
Kyle W. Wilson
Alexandra Rose
Jasmine Y. Kianfard
Attorneys for Plaintiffs

APPROVED AS TO FORM:

DATED: _____, 2026 BAKER & HOSTETLER LLP

By:_____
Sabrina Shadi
Matthew Goodman
Attorneys for Defendant

DATED: _____, 2026 HAINES LAW GROUP, APC

By:_____
Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiffs

DATED: September 8, 2026 BLACKSTONE LAW, APC

By: Jasmine Y. Kianfard
Miriam L. Schimmel
Joana Fang
Jared C. Osborne
Kyle W. Wilson
Alexandra Rose
Jasmine Y. Kianfard
Attorneys for Plaintiffs

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

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 with Case Numbers 25STCV17624 and 25STCV24715)

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

To: All current and former non-exempt employees who worked for Defendant Langham Hotels Pacific dba The Langham Huntington, Pasadena ("Defendant") in California from April 17, 2023, through MM DD, YYYY ("Class Period").

PLEASE READ THIS NOTICE CAREFULLY
THIS NOTICE IS BEING SENT IN ENGLISH AND SPANISH
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT

Why should you read this notice?

The Los Angeles County Superior Court has granted preliminary approval of a proposed class action settlement (the "Settlement") in the case of *Jennifer Rahaim, et al., v. Langham Hotels Pacific Corporation dba The Langham Huntington, Pasadena*, 25STCV10715 (the "Action"). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendant Langham Hotels Pacific dba The Langham Huntington, Pasadena ("Defendant") records show that you were employed by Defendant in California as a non-exempt employee at any time from April 17, 2023, through MM DD, YYYY (the "Class Period"). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiffs Jennifer Rahaim, Lizbeth Martinez, and Fiona King (collectively, "Plaintiffs") brought this Action against Defendant, seeking to assert claims on behalf of a class of current and former non-exempt employees who worked for Defendant in California at any time during the Class Period. Plaintiffs are known as the "Class Representatives," and their attorneys, who also represent the interests of all Settlement Class members, are known as "Class Counsel."

Plaintiffs allege that Defendant failed to pay Settlement Class members all minimum and overtime wages, failed to provide all required meal and rest periods, failed to provide compliant wage statements, failed to reimburse all necessary business expenditures, failed to provide one day's rest in seven, failed to pay all sick wages, failed to pay all vacation wages, and failed to timely pay wages during employment. The Action also alleges that as a result of these alleged violations, Defendant failed to issue accurate wages statements and failed to timely pay all final wages at the time of separation of employment. As a result of the foregoing alleged violations, Plaintiffs allege that Defendant engaged in unfair business practices and are liable for civil penalties under the Labor Code Private Attorneys General Act ("PAGA").

Defendant denies that it has done anything wrong. Defendant denies that it owes Settlement Class members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiffs' claims. However, to avoid additional expense, inconvenience, and interference with their business operations, Defendant has concluded that it is in its best interests and the interests of Settlement Class members to settle the Action on the terms summarized in this Notice. After Defendant provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's-length negotiations between the parties.

The Class Representatives and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by Defendant, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendant's policies strictly prohibit unlawful retaliation. Defendant will not take any adverse employment action against or otherwise retaliate, or discriminate, against any Settlement Class member because of the Settlement Class member's decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for the Plaintiff/Settlement Class members:	Attorneys for Defendant Langham Hotels Pacific Corporation dba The Langham Huntington, Pasadena:
HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Sean M. Blakely sblakely@haineslawgroup.com Alexandra R. McIntosh amcintosh@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com **BLACKSTONE LAW, APC** Miriam Schimmel mschimmel@blackstonepc.com Joana Fang jfang@blackstonepc.com Jared C. Osborne josborne@blackstonepc.com	**BAKER & HOSTETLER LLP** Sabrina Shadi sshadi@bakerlaw.com Matthew Goodman mgoodman@bakerlaw.com 1900 Avenue of the Stars, Suite 2700 Los Angeles, CA 90067-4301 Tel: (310) 820-8800 Fax: (310) 820-8859 www.bakerlaw.com **SEYFARTH SHAW LLP** Bailey K. Bifoss bbifoss@seyfarth.com 560 Mission Street, Suite 3100 San Francisco, California 94105-2930 Tel: (415) 397-2823 Fax: (415) 397-8549 www.seyfarth.com

Kyle W. Wilson kwilson@blackstonepc.com 8383 Wilshire Boulevard, Suite 745 Beverly Hills, California 90211 Telephone: (310) 622-4278 Facsimile: (855) 786-6356 blackstonepc.com	

What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees who worked for Defendant in California from April 9, 2021, through MM DD, YYYY. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendant as described below.

Defendant has agreed to pay $685,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Action, including payments to Settlement Class members, requested attorneys' fees and expenses, settlement administration costs, the amount designated as PAGA civil penalties, and the Class Representatives' Enhancement Payment.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved ILYM Group, Inc. to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to $10,550.00 from the Gross Settlement Amount to pay the settlement administration costs.

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of the Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be $228,333.33, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to $45,000.00 for verified costs Class Counsel incurred in connection with the Action.

Enhancement Payment to Class Representative. Class Counsel will ask the Court to award the Class Representatives an enhancement payment in the amount of $7,500.00 each (for a total of $22,500) to compensate the named Plaintiffs for their service and extra work provided on behalf of the Settlement Class members.

PAGA Payment to State of California. $26,000.00 will be paid to the California Labor & Workforce Development Agency ("LWDA"), representing 65% of the $40,000.00 the parties have agreed to allocate to the settlement of Plaintiffs' claim on behalf of the Settlement Class members under the PAGA. The remaining $14,000.00 will be payable to certain Settlement Class members as the "PAGA Amount," as described below.

Calculation of Settlement Class Members' Individual Settlement Payments. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount, which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The Net Settlement Amount is estimated at approximately $338,616.67 and will be divided as follows:

(i) Payments to All Participating Settlement Class Members: The Net Settlement Amount shall be allocated among Settlement Class members (except those who submit a timely and valid Request for Exclusion) based on each participating Settlement Class member's proportionate workweeks worked during the Class Period, which will be calculated by multiplying the Net Settlement Amount by a fraction, the numerator of which is the participating Settlement Class member's number of workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all participating Settlement Class members during the Class Period.

(ii) PAGA Amount: In addition to the Net Settlement Amount, the PAGA Amount will be allocated as follows: Each Settlement Class member who was employed by Defendant at any time during the PAGA Period (including those who submit a valid and timely Request for Exclusion from the class action settlement), shall receive a portion of the PAGA Amount proportionate to the number of pay periods worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class member's gross number of pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all participating Settlement Class members (including those who submit a valid and timely Request for Exclusion from the class action settlement) during the PAGA Period.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion. Settlement checks will be valid for 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks were not cashed within 180 days after mailing shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq*., in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property.

Allocation and Taxes. For tax purposes, each Individual Settlement Payment will be treated as follows: Any payment from the Net Settlement Amount shall be allocated as 90% as penalties and interest; and 10% as wages. Any payment from the PAGA Amount shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

Release. If the Court approves the Settlement, and upon the complete funding of the Gross Settlement Amount, all Settlement Class members who did not submit a timely and valid Request for Exclusion, will release Defendant, plus each of its former, present, and future owners, parents, subsidiaries, affiliates, predecessors or successors, and all their current, former, and future officers, directors, members, managers, employees, consultants, principals, trustees, administrators, assigns, insurers, agents, attorneys and/or legal representatives ("Released Parties") from all claims and causes of action that were or could have been pled based on the facts set forth in the Operative Complaint that arose during the Class Period, including claims for: (a) failure to pay all minimum wages; (b) failure to pay all overtime and/or double-time wages and/or calculate overtime and/or double-time wages as required by law; (c) failure to provide meal periods as required by law and/or provide or calculate meal period premiums as required by law; (d) failure to authorize rest periods as required by law and/or provide or calculate rest period premiums as required by law; (e) failure to provide accurate, itemized wage statements; (f) failure to reimburse for all necessary business expenditures; (g) failure to provide a rest day at least once every six days of work in a workweek of seven consecutive days; (h) failure to timely pay wages during the course of employment; (i) waiting time penalties; (j) failure to keep required payroll records and maintain accurate records; (k) failure to pay all unused and accrued vacation at separation; and (l) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (the "Class Released Claims").

In addition, all Settlement Class members (regardless of whether they opt out) who worked for Defendant at any time during the PAGA Period are "Aggrieved Employees" and shall release the Released Parties from all claims for civil penalties under PAGA that arose during the PAGA Period as disclosed in Plaintiffs' letters to the LWDA, including (a) failure to pay all minimum wages; (b) failure to pay all overtime and/or double-time wages and/or calculate overtime and/or double-time wages as required by law; (c) failure to provide meal periods as required by law and/or provide or calculate meal period premiums; (d) failure to authorize rest periods as required by law and/or provide or calculate rest period premiums; (e) failure to provide accurate, itemized wage statements; (f) failure to reimburse for all necessary business expenditures; (g) failure to provide a rest day at least once every six days of work in a workweek of seven consecutive days; (h) failure to timely pay wages during the course of employment; (i) waiting time penalties; (j) failure to keep required payroll records and maintain accurate records; and (k) failure to pay all unused and accrued vacation at separation (the "PAGA Released Claims").

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked during the Class Period, as stated in the accompanying Notice of Estimated Settlement Payment. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Estimated Settlement Payment. Your award is based on the proportionate number of workweeks you worked during the Class Period. The information contained in Defendant's records regarding each of these factors, along with your estimated Individual Settlement Payment, is listed on the accompanying Notice of Estimated Settlement Payment. If you disagree with the information in your Notice of Estimated Settlement Payment, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Settlement Payment. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Payments will be binding on the Settlement Class member and the Parties.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion" letter or card postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your social security number, and your signature.

Send the Request for Exclusion directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the class action Settlement, and shall receive no benefits from the class action Settlement. However, all Settlement Class members who worked for Defendant during the PAGA Period, including those who opt out, will be bound by the PAGA portion of the Settlement and will receive a portion from the PAGA Amount. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you should mail a written objection to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. To be valid, any written objection must: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than <<RESPONSE DEADLINE>>.

You may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department SSC-7 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>. All objections or other correspondence must state the name and number of the case, which is *Jennifer Rahaim, et al., v. Langham Hotels Pacific Corporation dba The Langham Huntington, Pasadena*, Los Angeles Superior Court Case No. 25STCV10715 (Related with Case Numbers 25STCV17624 and 25STCV24715). You do not need to object in writing to be heard at the Final Approval Hearing.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department SSC-7 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Enhancement Payment to the Class Representative. The Final Approval Hearing may be postponed without further notice to the Settlement Class. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, during regular court hours. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANT, OR THEIR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<**RESPONSE DEADLINE**>>. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>.

NOTICE OF ESTIMATED SETTLEMENT PAYMENT

Jennifer Rahaim, et al., v. Langham Hotels Pacific Corporation dba The Langham Huntington, Pasadena
LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 25STCV10715

Please complete, sign, date and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

_____
(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

_____
Former Names (if any)

_____
New Street Address

_____
City State Zip Code

(III) Information Used to Calculate Your Settlement Payment:

According to Defendant Langham Hotels Pacific Corporation dba The Langham Huntington, Pasadena's ("Defendant") records:

(a) you worked for Defendant in California as a non-exempt employee from ____ until ____;

(b) you worked ____ workweeks for Defendant in California from April 17, 2023, through MM DD, YYYY;

(c) you worked ____ pay periods for Defendants in California from April 10, 2024 through MM DD, YYYY; and

Based on the above, your Settlement Payment is estimated at **$**_____.

(IV) If you disagree with items (a), (b), (c) and/or (d) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this Form:

_____
_____
_____
_____

If you dispute the above information from Defendant's records, Defendant's records will control unless you are able to provide documentation that establishes otherwise, and that Defendant's records are mistaken. If there is a dispute about whether Defendant's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Pendency of Class Action and Proposed Settlement" that accompanies this Form.

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.

Signature: _____ **Date:** _____

Exhibit 2

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

April 10, 2025

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Jennifer Rahaim v. Langham Hotels Pacific Corporation*

To Whom It May Concern:

Please be advised that this law firm represents Jennifer Rahaim ("Ms. Rahaim") in claims arising from her employment with Langham Hotels Pacific Corporation dba The Langham Huntington, Pasadena; and Does 1 through 100 (collectively "Langham"). Ms. Rahaim is an "aggrieved employee" as defined by Labor Code Section 2698 *et seq*., due to Langham's numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, "aggrieved employees" include all of Langham's non-exempt employees who worked for Langham in California during the one year immediately preceding the date of this letter through the present.

Langham employed Ms. Rahaim in the non-exempt job position of "Housekeeping Room Attendant" (or similarly titled position) at the Langham Huntington, Pasadena hotel. Ms. Rahaim worked for Langham from approximately October 2023 until approximately May 2024, when Ms. Rahaim went out on a medical leave of absence. Ms. Rahaim's job duties included cleaning rooms, replacing linens and emptying trash from rooms, and other general cleaning duties.

During Ms. Rahaim's employment with Langham, Langham utilized a timekeeping system which resulted in Ms. Rahaim and other aggrieved employees not being compensated for all hours actually worked. Langham have failed to pay Ms. Rahaim and other aggrieved employees for all hours worked, including (but not limited to) by requiring and/or permitting employees to work while off-the-clock, including during their off-duty meal periods. This has resulted in Ms. Rahaim and other aggrieved employees not being paid all required wages for all hours worked, including minimum wages and overtime wages. Specifically, Ms. Rahaim was required to arrive at her scheduled shift approximately 15-20 minutes prior to her start time to don her required uniform as well as to stock her housekeeping cart with cleaning supplies, hand soap, coffee replacements, linens, and other items. Because Ms. Rahaim and other aggrieved employees were not

permitted to take their uniforms home with them, they were required to don their uniform in Langham's locker rooms prior to clocking in for their shifts. Due to Langham's timekeeping policies/practices that fail to compensate for all hours worked, Ms. Rahaim and other aggrieved employees were not compensated for all required minimum and overtime wages.

Langham also failed to provide Ms. Rahaim and other aggrieved employees with all legally compliant meal periods due to Langham's meal period policies/practices, which have resulted in late (commencing after the fifth hour of work) and/or short (less than 30 minutes) meal periods. Ms. Rahaim was also regularly interrupted with work demands during her meal periods and had to respond to emergent issues during her meal periods. Ms. Rahaim was required to carry a mobile device throughout her shift and was required to respond to calls at all times during her shift, including during her meal periods. On those occasions when Ms. Rahaim and other aggrieved employees were not provided with all legally-required meal periods to which they were entitled, Langham failed to compensate Ms. Rahaim and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Langham maintained no payroll code or other mechanism for paying meal period premiums under Labor Code § 226.7 in the event a legally compliant meal period was not provided to its non-exempt employees.

Langham has also failed to authorize and permit all required rest periods for Ms. Rahaim and other aggrieved employees. Specifically, Langham has often failed to authorize and permit a net 10-minute rest period in an area appropriate for rest away from the workstation for every four hours worked or major fraction thereof due to work demands imposed by Langham. Ms. Rahaim was often assigned to clean between 14-18 rooms per 8-hour shift. Given this workload, Ms. Rahaim was not authorized and permitted all legally-required off-duty rest periods. Despite failing to authorize and permit Ms. Rahaim and other aggrieved employees to take all rest periods to which they are entitled, upon information and belief, during at least a portion of the relevant time period, Langham maintained no mechanism for the payment of rest period premium payments as required by Labor Code § 226.7 and did not pay Ms. Rahaim or other aggrieved employees any rest period premiums.

Langham also failed to adequately reimburse Ms. Rahaim and other aggrieved employees for all reasonable and necessary work expenditures, including, but not limited to, use of personal cellular phones to speak with supervisors about which rooms needed cleaning. Ms. Rahaim also had to purchase various cleaning supplies to perform her job duties with Langham. However, Langham did not adequately reimburse Ms. Rahaim and other aggrieved employees for their cellular phone expenses, even though they used their personal cellular phones for business purposes.

As a result of Langham's failure to compensate Ms. Rahaim and other aggrieved employees for all minimum and overtime wages, and all meal and rest period premium

wages, Langham maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements.

As described above, Langham committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 5 ("Wage Order 5"):

Minimum Wage Violations

Langham was required to pay Ms. Rahaim and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1182.12, 1194, 1194.2, 1197; Wage Order 5, § 4. As alleged above, Langham failed to conform its pay practices to the requirements of the law by failing to pay Ms. Rahaim and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Langham and/or suffered or permitted to work under the California Labor Code and Wage Order 5. As a result of these policies/practices, which fail to compensate for all hours worked, Ms. Rahaim and other aggrieved employees were deprived of all required minimum wages.

Overtime Wage Violations

Langham was required to pay Ms. Rahaim and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; Wage Order 5, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee." As alleged above, Langham caused Ms. Rahaim and other aggrieved employees to work overtime hours but did not compensate Ms. Rahaim and other aggrieved employees at one and one-half times their regular rate of pay for such hours. As a result of these policies/practices, Ms. Rahaim and other aggrieved employees were not compensated for all overtime and double-time wages.

Meal Period Violations

As alleged above, Langham failed to provide Ms. Rahaim and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 5, § 11. As a result, Ms. Rahaim and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with … [an] order of the Industrial Welfare Commission … the employer shall pay the employee one additional

hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

Rest Period Violations

As alleged above, Langham also failed to authorize and permit Ms. Rahaim and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 5, § 12. As a result, Ms. Rahaim and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

Wage Statement Violations

Langham was required to furnish Ms. Rahaim and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, and total net wages earned. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 5, § 7. As a result of Langham's failure to pay all overtime, minimum, and double-time wages, and failure to pay all required meal and rest period premium wages, Langham maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Rahaim and other aggrieved employees in violation of Labor Code § 226. Langham's failure to comply with its wage statement obligations was knowing and intentional, and Ms. Rahaim and other aggrieved employees have suffered injury as a result.

Failure to Reimburse Employees for All Necessary Business Expenditures

As alleged above, Langham failed to reimburse Ms. Rahaim and other aggrieved employees for necessary work expenses, including the use of their personal cellular phones for business purposes. Langham's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 5, § 9, and Labor Code §§ 2802 and 2804 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.") Ms. Rahaim and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

As an "aggrieved employee," Ms. Rahaim will initiate a civil action on behalf of herself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Rahaim's own investigation, and on information and belief, Langham committed and continues to commit the following Labor Code violations:

a. Langham violated Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Ms. Rahaim and other aggrieved employees the statutory minimum wage for all hours worked;

b. Langham violated Labor Code §§ 204, 510, 1194, and 1198 by failing to pay Ms. Rahaim and other aggrieved employees all overtime compensation earned;

c. Langham violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Ms. Rahaim and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;

d. Langham violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit Ms. Rahaim and other aggrieved employees all required rest periods and failing to pay rest period premiums to Ms. Rahaim and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;

e. Langham violated Labor Code § 226 by failing to furnish Ms. Rahaim and other aggrieved employees with accurate and compliant itemized wage statements;

f. Langham violated Labor Code §§ 2802 and 2804 by failing to reimburse Ms. Rahaim and other aggrieved employees for all necessary expenditures incurred;

g. Langham violated Labor Code § 204 by failing to pay Ms. Rahaim and other aggrieved employees all wages earned at least twice during each calendar month; and

h. Langham violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Ms. Rahaim and other aggrieved employees.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Langham if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Paul K. Haines

cc: Langham Hotels Pacific Corporation (via certified mail)

UNITED STATES POSTAL SERVICE®

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 04/11/2025

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8309 3313 88

Our records indicate that this item was accepted by the USPS at:

SHIPMENT RECEIVED ACCEPTANCE PENDING EL SEGUNDO,CA 90245 04/10/2025 16:54

ORIGINAL INTENDED RECIPIENT:

LANGHAM HOTELS PACIFIC CORPORATION
ATTN: JOYCE YONCE AGENT FOR SERVICE OF PROCESS
58 TEHAMA ST
SAN FRANCISCO CA 94105-3110

ID - Rahaim, Jennifer

The above information represents information provided by the United States Postal Service.

UNITED STATES POSTAL SERVICE®

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 04/11/2025

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8309 4254 90

Our records indicate that this item was accepted by the USPS at:

SHIPMENT RECEIVED ACCEPTANCE PENDING EL SEGUNDO,CA 90245 04/10/2025 16:54

ORIGINAL INTENDED RECIPIENT:

ATT: ISIDRO JIMENEZ FLORES
17560 MAIN ST
HESPERIA CA 92345-6293

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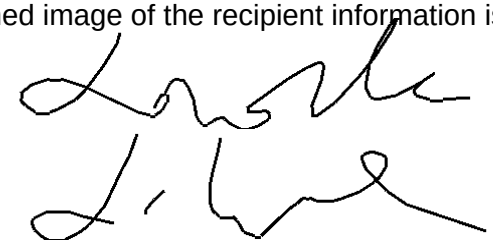
Mailer: Haines Law Group

Date Produced: 04/15/2025

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8309 3313 88. Our records indicate that this item was delivered on 04/14/2025 at 11:40 a.m. in SAN FRANCISCO, CA 94105. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient : 58 TEHAMA ST, SAN FRANCISCO, CA 94105

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

LANGHAM HOTELS PACIFIC CORPORATION
ATTN: JOYCE YONCE AGENT FOR SERVICE OF PROCESS
58 TEHAMA ST
SAN FRANCISCO CA 94105-3110

Customer Reference Number: C5809206.35219746

Return Reference Number ID - Rahaim, Jennifer