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:** _____