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5 Lead Counsel and Attorneys for Plaintiffs
DAVID BACKHAUS, ANDREA MERINO LOPEZ,
6 AND LUSINE NALBANDIAN, as individuals and on
behalf of all others similarly-situated

7 **[ADDITIONAL COUNSEL LISTED ON PAGE 2]**

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF LOS ANGELES**

11 DAVID BACKHAUS, ANDREA MERINO
LOPEZ, LUSINE NALBANDIAN,
12 TALEENA PELAYO, NARCISO CHAN
SOSA and ANTONIO LEIRIA individuals, on
13 behalf of themselves, all others similarly
situated, and the general public,

14 Plaintiffs,

15 v.

16 THE LANGHAM HUNTINGTON HOTEL
AND SPA, a business entity of unknown form;
17 LANGHAM HOTELS PACIFIC
CORPORATION, a Delaware corporation;
18 PACIFIC LANGHAM SERVICES
CORPORATION, a Delaware corporation;
19 GREAT EAGLE HOLDINGS, a California
20 corporation and DOES 1 to 10, inclusive,

21 Defendants.

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

[Assigned for all purposes to the
Hon. Ann I. Jones, Dept. SSC-11]

CLASS ACTION

**NOTICE OF ENTRY OF ORDER
GRANTING PRELIMINARY
APPROVAL**

Consol. Complaint Filed: Mar. 15, 2021

THE CULLEN LAW FIRM, APC
ATTORNEYS AT LAW
LOS ANGELES

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Additional Plaintiffs' Counsel:

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TALEENA PELAYO, an individual and on behalf of all others similarly-situated.

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Facsimile: (424) 277-3727

Attorneys for Plaintiffs Narciso Chan Sosa and Antonio Leiria,
on behalf of themselves and others similarly situated

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD**, please take notice that on
2 August 17, 2023, the Court granted Plaintiffs' motion for preliminary approval. The Court's
3 ruling is set forth in the ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND
4 REPRESENTATIVE ACTION SETTLEMENT, which is attached hereto as Exhibit A.

5
6 Dated: August 26, 2023

THE CULLEN LAW FIRM, APC

7
8 By:



Paul T. Cullen

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10 *Lead Counsel and Attorneys for Plaintiffs*
11 David Backhaus, Andrea Merino Lopez, and
12 Lusine Nalbandian, as individuals and on
13 behalf of the putative class
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**EXHIBIT A TO NOTICE OF ENTRY OF ORDER
GRANTING PRELIMINARY APPROVAL**

Electronically Received 08/15/2023 02:01 PM

08/17/2023

David W. Slayton, Executive Officer / Clerk of Court

By: T. Lewis Deputy

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

8 [ADDITIONAL COUNSEL LISTED ON NEXT PAGE]

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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**

14 DAVID BACKHAUS, ANDREA MERINO
LOPEZ, LUSINE NALBANDIAN,
15 TALEENA PELAYO, NARCISO CHAN
SOSA, and ANTONIO LEIRIA, individuals,
16 on behalf of themselves, all others similarly
situated, and the general public,

17
18 Plaintiffs,

19 vs.

20 THE LANGHAM HUNTINGTON HOTEL
AND SPA, a business entity of unknown form;
21 LANGHAM HOTELS PACIFIC
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22 PACIFIC LANGHAM SERVICES
CORPORATION, a Delaware corporation;
23 GREAT EAGLE HOLDINGS, a California
corporation; and DOES 1 to 10, inclusive,
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25
26 Defendants.
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Case No.: 19STCV24251
[Consolidated with Case Nos. 19STCV31136
and 20STCV36405]

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

**~~[THIRD REVISED PROPOSED]~~ ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

Preliminary Approval Hearing
Date: July 24, 2023
Time: 10:00 a.m.
Dept: SSC-11

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and on behalf of all others similarly situated

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

1 This matter has come before the Honorable David S. Cunningham in Department 11 of
2 the Superior Court of the State of California, for the County of Los Angeles, on July 24,
3 2023 for Plaintiffs’ Motion for Preliminary Approval of Class and Representative Action
4 Settlement. The Law Office of Donald Potter appeared as counsel for plaintiffs David
5 Backhaus, Andrea Merino Lopez, Lusine Nalbandian, Taleena Pelayo, Narciso Chan
6 Sosa, and Antonio Leiria (collectively, “Plaintiffs”), individually and on behalf of all others
7 similarly situated, and Baker & Hostetler LLP appeared as counsel for defendant
8 Langham Hotels Pacific Corporation (“Defendant”). The Court, having carefully
9 considered the papers, argument of counsel, and all matters presented to the Court,
10 and good cause appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary Approval.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement
13 (“Settlement Agreement”), attached as **EXHIBIT 1** to the Declaration of Paul T. Cullen in Support
14 of Plaintiffs’ Motion for Preliminary Approval of Class and Representative Action Settlement filed
15 on July 25, 2023, including the attorney fee award not to exceed 33.33% of the Gross
16 settlement (i.e., \$649,935) and Class Representative Service Payments not to exceed \$5,000 for
17 each plaintiff. The Court finds that the settlement falls within the range of possible approval as
18 fair, adequate, and reasonable.

19 2. This Order incorporates by reference the definitions in the Settlement
20 Agreement, and all capitalized terms defined therein shall have the same meaning in this Order
21 as set forth in the Settlement Agreement.

22 3. The Court preliminarily finds that the settlement is fair, adequate and reasonable. It
23 appears to the Court that extensive investigation and research have been conducted such that
24 counsel for the Parties at this time are able to reasonably evaluate their respective positions.
25 Additionally, the Court finds that the settlement, at this time, will avoid substantial additional costs
26 by all Parties, as well as avoid the delay and risks that would be presented by the further
27 prosecution of the case. It further appears that the settlement has been reached as the result of
28 intensive, serious and non-collusive, arm’s-length negotiations, and was entered into in good faith.

1 4. The Court preliminarily finds that the settlement, including the allocations for the
2 Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Administration
3 Expenses Payment, Fee Award, Class Counsel Litigation Expenses Payment, and Class
4 Representative Service Payments provided thereby appear to be within the range of reasonableness
5 of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has
6 reviewed the monetary recovery that is being granted as part of the settlement and preliminarily finds
7 that the monetary settlement awards made available to the Class Members and Aggrieved Employees
8 are fair, adequate, and reasonable when balanced against the probable outcome of further litigation
9 relating to certification, liability, and damages issues.

10 5. The Court concludes that, for settlement purposes only, the proposed Class meets the
11 requirements for certification under section 382 of the California Code of Civil Procedure in that:
12 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
13 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
14 community of interest amongst the members of the Class with respect to the subject matter of the
15 litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs
16 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
17 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
18 Counsel are qualified to act as counsel for Plaintiffs in their individual capacities and as the
19 representatives of the Class.

20 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
21 follows:

22 All current and former hourly paid or non-exempt employees who have worked for
23 the Defendant in the State of California at any time from July 12, 2015 through April
24 16, 2023.

25 7. The Court provisionally appoints The Cullen Law Firm, APC, CounselOne, PC, and
26 Law Office of Donald Potter as counsel for the Class ("Class Counsel").

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1 8. The Court provisionally appoints David Backhaus, Andrea Merino Lopez, Lusine
2 Nalbandian, Taleena Pelayo, Narciso Chan Sosa, and Antonio Leiria as the representatives of the
3 Class (collectively, “Class Representatives”).

4 9. The Court provisionally appoints CPT Group Inc. (“CPT”) to handle the
5 administration of the settlement (“Administrator”).

6 10. Within thirty (30) calendar days after the Court grants Preliminary Approval,
7 Defendant shall provide the Administrator with the following information about each Class Member:
8 full name, last-known mailing address, Social Security number, and number of Class Period
9 Workweeks and PAGA Pay Periods as an hourly paid or non-exempt employee (“Class Data”) in
10 conformity with the Settlement Agreement.

11 11. The Court approves, both as to form and content, the Court Approved Notice of Class
12 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached to the
13 Settlement Agreement as **EXHIBIT A**. The Class Notice shall be provided to Class Members and
14 Aggrieved Employees in the manner set forth in the Settlement Agreement. The Court finds that the
15 Class Notice appears to fully and accurately inform the Class Members and Aggrieved Employees
16 of all material elements of the Settlement Agreement, of Class Members’ right to be excluded from
17 the class settlement by submitting a Request for Exclusion to the Administrator, of Class Members’
18 and Aggrieved Employees right to dispute the Workweeks and PAGA Pay Periods credited to each
19 of them, and of each Participating Class Member’s right and opportunity to object to the class
20 settlement. The Court further finds that distribution of the Class Notice substantially in the manner
21 and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in
22 the Settlement Agreement and this Order, meet the requirements of due process and shall constitute
23 due and sufficient notice to all persons entitled thereto. The Court further orders the Administrator
24 to mail the Class Notice by first class U.S. Mail to all Class Members and Aggrieved Employees
25 within fourteen (14) calendar days of receiving the Class Data, pursuant to the terms set forth in the
26 Settlement Agreement.

27 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
28 Settlement Agreement, for seeking exclusion from the class settlement. Class Members who wish to

1 be excluded from the class settlement must send to the Administrator, by fax, email, or mail, a signed
2 written Request for Exclusion, no later than the Response Deadline. The Response Deadline shall
3 be sixty (60) days after the Administrator initially mails the Class Notice to Class Members, or the
4 extended deadline for Class Members to whom the Class Notice was remailed, as set forth in the
5 Settlement Agreement. The Administrator shall accept any Request for Exclusion as valid if the
6 Administrator can reasonably ascertain the identity of the person as a Class Member and the Class
7 Member's desire to be excluded. Any such person who chooses to opt out of, and be excluded from,
8 the class settlement will not be entitled to recovery under the class settlement and will not have any
9 right to object, appeal, or comment on the settlement. Class Members who have not submitted a
10 timely and valid Request for Exclusion (*i.e.*, Participating Class Members) shall be bound by the
11 Settlement Agreement and any final judgment based thereon. Class Members employed by
12 Defendant during the PAGA Period ("Aggrieved Employees"), whether or not they submit a request
13 for exclusion, will receive an Individual PAGA Payment and will no longer be able to seek penalties
14 under the PAGA (codified in California Labor Code §§ 2698, *et seq.*), during the PAGA Period, for
15 any and all claims for PAGA civil penalties that are asserted in the operative Complaint or which
16 could have been asserted based on the factual allegations in the operative Complaint and in Plaintiffs'
17 respective PAGA Notices.

18 13. To object to the class settlement, Participating Class Members may send written
19 objections to the Administrator, by fax, email, or mail, on or before the Response Deadline, which
20 is sixty (60) days after the Class Notice is initially mailed to Class Members, or by an extended
21 deadline for Class Members to whom the Class Notice was remailed, as set forth in the Settlement
22 Agreement. In the alternative, Participating Class Members may appear in Court (or hire an attorney
23 to appear in Court) to present verbal objections at the Final Approval Hearing.

24 14. A Final Approval Hearing shall be held before this Court on November 16 , 2023 at
25 10:00 a.m. in Department 11 of the Los Angeles County Superior Court, located at 312 N. Spring
26 Street, Los Angeles, California 90012, to determine all necessary matters concerning the
27 settlement, including: whether the proposed settlement of the action on the terms and conditions
28 provided for in the Settlement Agreement is fair, adequate, and reasonable and should be finally

1 approved by the Court; whether a judgment, as provided in the Settlement Agreement, should be
2 entered herein; whether the plan of allocation contained in the Settlement Agreement should be
3 approved as fair, adequate, and reasonable to Participating Class Members and Aggrieved
4 Employees; and whether to finally approve the Administration Expenses Payment, Fee Award, Class
5 Counsel Litigation Expenses Payment, and Class Representative Service Payments.

6 15. The deadline for Class Counsel to file the Motion for Final Approval is sixteen (16)
7 court days prior to the Final Approval Hearing. Class Counsel shall also submit a Proposed Final
8 Approval Order and Judgment, with a timeline to file a final report summarizing all distributions
9 made pursuant to the settlement, supported by declaration.

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

16 17. Except as required to implement the settlement, all proceedings and all litigation of
17 the action are stayed pending the Final Approval Hearing.


18 18. The settlement is not a concession or admission and shall not be used against
19 Defendant as an admission or indication with respect to any claim of any fault or omission by
20 Defendant. Whether or not the settlement is finally approved, neither the settlement, nor any
21 document, statement, proceeding or conduct related to the settlement, nor any reports or accounts
22 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
23 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,
24 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
25 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
26 implementation, interpretation, or enforcement of the Settlement Agreement.

27 19. In the event the settlement does not become effective in accordance with the terms of
28 the Settlement Agreement, or the settlement is not finally approved, or is terminated, cancelled, or

1 fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated,
2 and the Parties shall revert back to their respective positions as of before entering into the Settlement
3 Agreement.

4 20. The Court reserves the right to adjourn or continue the date of the Final Approval
5 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
6 Members and retains jurisdiction to consider all further applications arising out of or connected with
7 the settlement.

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9 Dated: 08/17/2023



Hon. David S. Cunningham
Judge of the Superior Court

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PROOF OF SERVICE

I am employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 9800 Topanga Canyon Boulevard, Suite D, PMB 325, Chatsworth, CA 91311-4057. On August 15, 2023, I served a copy of the within document(s):

[THIRD REVISED PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, the United States mail at Los Angeles, California addressed as set forth below. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- by placing the document(s) listed above in a sealed envelope and affixing a pre-paid air bill in the care and custody of **Nationwide Legal**, and causing the envelope to be delivered to a **Nationwide Legal** agent for delivery on the next business day.
- by placing document(s) listed above in the care and custody of Ace Attorney Services for personal delivery to the person(s) at the address(es) set forth below. Proof of service to be filed after completion of service.
- by electronic service via the Case Anywhere the document(s) listed above to the person(s) at the e-mail address(es) set forth below.

Sabrina L. Shadi, Esq.
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TALEENA PELAYO, et al

Anthony J. Orshansky, Esq.
Justin Kachadoorian, Esq.
COUNSELONE, PC
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justin@counselonegroup.com

Attorneys for Plaintiffs
NARCISO CHAN SOSA, et al.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on August 15, 2023, at Los Angeles, California.



Paul T. Cullen

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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 19360 Rinaldi, Box 647; Porter Ranch, CA 91326.


On August 26, 2023, I served the foregoing: **NOTICE OF ENTRY OF ORDER GRANTING PRELIMINARY APPROVAL** on the following interested parties in this action:

Sabrina L. Shadi Nicholas D. Poper Baker & Hostetler LLP 11601 Wilshire Boulevard, Suite 1400 Los Angeles, CA 90025-0509 Telephone: 310.820.8800 Facsimile: 310.820.8859 <i>Email: sshadi@bakerlaw.com jpersoff@bakerlaw.com</i>	Donald Potter LAW OFFICE OF DONALD POTTER 690 East Green Street, Suite 210 Pasadena, California 91101 Telephone: 626.744.1555 Facsimile: 626.389.0592 Email: dp@donpotterlaw.com
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BY ELECTRONIC MAIL OR ELECTRONIC TRANSMISSION: Based on a court order, emergency court rules, or an agreement of the parties to accept service by e-mail or electronic transmission via CaseAnywhere, I caused the document(s) to be sent to the respective e-mail address(es) of the party(ies) as stated above via case anywhere. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 26, 2023 at Los Angeles, California.



PAUL T. CULLEN