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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

CHERIE GEISSLER and MATTHEW DAVID
MILLER on behalf of others similarly situated
and the State of California under the Private
Attorneys General Act,

Plaintiffs,

vs.

GRAND PACIFIC HOTEL SERVICES, L.P., a
California limited partnership; GRAND PACIFIC
HOTEL SERVICES, INC., a California
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 25CU015651C

Hon. Matthew C. Braner
Dept. 60

CLASS ACTION

**PLAINTIFFS' NOTICE OF MOTION AND
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Motion for Prelim. App. Hearing:

Date: August 21, 2026

Time: 9:00 a.m.

[Filed concurrently with Plaintiffs' Memorandum
of Points and Authorities, Declaration of Conor
J.D. Gómez, Declaration of Tyler J. Woods, and
[Proposed] Order]

Action Filed: March 25, 2025

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1 **PLEASE TAKE NOTICE** that on August 21, 2026, at 9:00 a.m., or as soon thereafter as may
2 be heard in Department 60 of the above-captioned court, located at 330 W. Broadway, San Diego,
3 California 92101, the Honorable Matthew C. Braner presiding, Plaintiffs Cherie Geissler and Matthew
4 David Miller (“Plaintiffs”), individually and on behalf of the putative class, will and hereby do move
5 this Court to sign the concurrently filed [Proposed] Order Granting Preliminary Approval of Class
6 Action Settlement:

7 1. Preliminarily approving the proposed class action and PAGA settlement memorialized
8 in the executed class action settlement agreement attached to the Declaration of Conor J.D. Gómez as
9 Exhibit 1 (“Settlement”), including Defendant Grand Pacific Hotel Services, L.P and Defendant Grand
10 Pacific Hotel Services, Inc.’s (“Defendants” and together with the Plaintiffs, the “Parties”) non-
11 revisionary payment of the “Gross Settlement Amount” of \$1,750,000.00, as fair, adequate, and
12 reasonable. All defined terms used herein without definition shall be read with their definition as stated
13 in the Settlement;

14 2. Preliminarily approving (subject to proof at the time of the final approval hearing)
15 payment of reasonable Attorneys’ Fees of up to 33.33% of the Gross Settlement Amount and litigation
16 costs *up to* \$20,000.00 from the Gross Settlement Amount;

17 3. Preliminarily approving (subject to proof in the form of a declaration from each named
18 Plaintiff at the time of the final approval hearing), a Service Payment totaling \$20,000.00 (\$10,000.00
19 to Plaintiff Geissler and \$10,000.00 to Plaintiff Miller), payable to Plaintiffs as compensation for the
20 burdens, responsibilities, time, effort, risks, and initiative involved in representing the class, and the
21 benefits conferred on absent class members;

22 4. Preliminarily approving the payment to the California Labor and Workforce
23 Development Agency (“LWDA”) of \$32,500.00 (representing 65% of the \$50,000.00 PAGA Payment);

24 5. Preliminarily approving payment of \$17,500.00 to the PAGA Members defined as: “all
25 individuals currently or formerly employed by Defendants in California as hourly, non-exempt
26 employees during the PAGA Period.” The PAGA Period means “the period from November 13, 2023,
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1 through the date of Preliminary Approval, August 21, 2026, unless shortened by Defendants pursuant
2 to [the escalator clause in the Settlement].”

3 6. Conditionally certifying the class, for settlement purposes only, defined as: “all
4 individuals currently or formerly employed by Defendant in California as hourly, non-exempt
5 employees during the Class Period.” The Class Period is the period from November 30, 2020, through
6 the date of Preliminary Approval, August 21, 2026, unless shortened by Defendant pursuant to
7 Escalation Clause (Paragraph 7);

8 7. Appointing Plaintiffs as the “Class Representatives” and Ferraro Vega Employment
9 Lawyers, Inc. and Wilshire Law Firm as “Class Counsels”;

10 8. Approving the class notice attached as Exhibit A to the Settlement (the “Class Notice”),
11 for distribution to the Class pursuant to the notice procedure, which sets forth the manner and method
12 for submitting a request for exclusion and making an objection to the Settlement; the automatic payment
13 of each Class Member’s share of the Settlement funds without the need to return a claim form; the date
14 set for the final approval hearing; and right for Class Members to appear at the final approval hearing;

15 9. Preliminarily approving CPT Group as the Settlement “Administrator,” and further
16 approving distribution of an estimate of *up to* \$14,500.00 to cover the Administrator’s expenses in
17 providing Class Notice to the Class and administering the Settlement; and

18 10. Setting a final fairness hearing to consider final approval of the proposed Settlement.

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20 This motion is based on the following submissions, along with any other documents, evidence,
21 authorities, or argument which the Court may consider when ruling on this motion:

- 22 1. Notice of Motion and Motion for Preliminary Approval of Class Action Settlement;
- 23 2. Memorandum of Points and Authorities;
- 24 3. Declaration of Conor J.D. Gómez, including Exhibits;
- 25 4. Declaration of Tyler J. Woods, including Exhibits; and
- 26 5. Proposed Order.

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1 Plaintiffs provide further notice that Defendant does not intend to oppose this motion.

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3 Respectfully submitted,

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5 Dated: July 30, 2026

Ferraro Vega Employment Lawyers, Inc.

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Conor J.D. Gómez

Nicholas J. Ferraro

Lauren N. Vega

9 *Attorneys for Plaintiffs Cherie Geissler and*
10 *Matthew David Miller*