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

CHERIE GEISLER 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

**DECLARATION OF CONOR J.D. GOMEZ
IN SUPPORT OF PLAINTIFFS' 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' Notice of
Motion and Motion of Preliminary Approval of
Class Action Settlement, Plaintiffs' Memorandum
of Points and Authorities, Declaration of Tyler J.
Woods, and [Proposed] Order]

Action Filed: March 25, 2025

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10 *Attorneys for Plaintiffs*

1 I, Conor J.D. Gómez, declare as follows:

2 1. I am counsel of record for Plaintiff Cherie Geissler (“Plaintiff”) in this action. I am the
3 Settlement Attorney at Ferraro Vega Employment Lawyers, Inc. (“FVEL”) and am licensed to practice
4 law in the State of California. I submit this declaration (this “Declaration”) in support of Plaintiffs’
5 Motion for Preliminary Approval of Class Action Settlement, including all accompanying documents
6 submitted therewith (the “Motion”). If called as a witness, I would testify honestly to the below facts
7 based on my personal knowledge. Attached to this Declaration are true and correct copies of the
8 following documents and records:

9	<u>Exhibit 1</u>	Class Action and PAGA Settlement Agreement
10		Attachment A Class Notice
11		Attachment B Request for Exclusion Form
12	<u>Exhibit 2</u>	Notice to the LWDA of Proposed PAGA Settlement
13	<u>Exhibit 3</u>	PAGA Notice
14	<u>Exhibit 4</u>	Settlement Administration Estimate
15	<u>Exhibit 5</u>	FVEL Firm Resume

16 **Background**

17 2. ***The Parties.*** Plaintiff Geissler worked as a Front Desk Associate for Defendants Grand
18 Pacific Hotel Services, L.P and Defendants Grand Pacific Hotel Services, Inc.’s (“Defendants” and
19 together with the Plaintiffs, the “Parties”) from about September 2024 to April 2025.

20 3. Plaintiff Miller worked as a Senior Sous Chef for Defendants, from January 2024 to July
21 2024.

22 4. Defendants is a hospitality employer that owns, operates, and manages the Sheraton
23 resort property located in Carlsbad, California. At all relevant times, Defendants exercised control over
24 Plaintiffs’ wages, hours, scheduling, working conditions, and break compliance as their direct
25 employer.

26 5. ***The Dispute.*** Plaintiffs Cherie Geissler and Matthew David Miller (collectively
27 “Plaintiffs”) alleged a host of wage and hour claims against Defendants on behalf of “all individuals
28

1 currently or formerly employed by Defendants in California as hourly, non-exempt employees during
2 the Class Period”¹ (each a “Class Member and collectively the “Class”).

3 6. ***Summary of the Investigation, Litigation, and Informal Discovery.*** In February 2025,
4 Plaintiff Geissler sought legal advice and counsel regarding employment and payroll issues she
5 perceived were affecting her and her coworkers. As part of that process, FVEL sent employer statutory
6 records requests under Labor Code §§ 226, 432, and 1198.5 to obtain Plaintiff Geissler’s employment,
7 payroll, and personnel files. Upon receipt of the records, FVEL, in conjunction with Plaintiff Geissler,
8 conducted a thorough investigation regarding the putative claims, including interviewing Plaintiff
9 Geissler and witnesses, reviewing policies and employment records, accessing publicly available
10 information about Defendants searching the LWDA website, Pacer, and state court dockets for any
11 related cases, and conducting legal research and analysis.

12 7. On March 19, 2025, FVEL, on behalf of Plaintiff Geissler, electronically filed a Notice
13 of Labor Code Violations with the LWDA and sent it by certified mail to Defendant. A true and correct
14 copy of the PAGA Notice is attached hereto as Exhibit 3 (the “PAGA Notice”). On March 25, 2025,
15 FVEL filed a Class Action Complaint, alleging the wage and hour causes of action under the California
16 Labor Code and UCL, on behalf of the putative Class. *See* ROA #4. On May 27, 2025, FVEL filed a
17 First Amended Class and Representative Action Complaint, adding claims for civil penalties. *See* ROA
18 #22. On May 7, 2026, FVEL filed a Second Amended Class and Representative Action Complaint
19 adding in Plaintiff Miller, alleging causes of action for: (1) failure to pay minimum and straight time
20 wages, (2) failure to pay all overtime wages, (3) meal period violations, (4) rest period violations, (5)
21 paid sick leave violations, (6) untimely payment of wages, (7) wage statement violations, (8) waiting
22 time penalties, (9) failure to reimburse business expenses, (10) unfair competition, and (11) civil
23 penalties under the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*) (the “Action”).

24 8. The Parties agreed to structure litigation in a manner where the Parties would exchange
25 data and documents in an attempt to resolve the Action at mediation. The Parties set a mediation date

26 _____
27 ¹ The “Class Period” means the period from November 30, 2020, through the date of Preliminary
28 Approval, currently anticipated to be August 21, 2026, subject to the escalator provision of the
Settlement.

1 for December 15, 2025, with Jason Marsili, an experienced and respected mediator of wage and hour
2 class actions.

3 9. As a condition of mediation, FVEL requested (and received) all relevant employment
4 and payroll policies and procedures in place from the start of the Class Period through the date of
5 production along with wage statements, pay data, and time entry records for the Class of approximately
6 1,205 individuals for the Class Period. We also received additional documents relating to their
7 employment; their complete personnel file, time, and pay data; additional documents provided by
8 Defendants that they argued supported their defenses; and data points regarding total employees, total
9 weeks worked, total pay periods, and rates of pay (among other information) for Class Members (subject
10 to a four-year statute of limitation) and the PAGA group of “PAGA Members”, defined as “all
11 individuals currently or formerly employed by Defendants in California as hourly, non-exempt
12 employees during the PAGA Period” (subject to a one-year statute of limitation). The “PAGA Period”
13 is the period from November 13, 2023, through the date of preliminary approval, currently estimated to
14 be August 21, 2026, and subject to the escalator clause in the Settlement. To allow for a full review and
15 analysis of the data and documents, we requested Defendants produce the data and documents no later
16 than 30 days before the scheduled mediation date.

17 10. Based on the data and documents, FVEL retained a third-party economist consultant to
18 do a damage analysis, assessing factors based on assumptions of violation rates (for example, missed
19 rest breaks) and an analysis of actual violations (e.g. late or short meal periods and “regular rate” issues)
20 evident from the face of the records. FVEL, with its consultant, generated damage exposure models
21 that were then used to help determine the employee wages and penalties at issue in the litigation.

22 11. **Mediation.** Mediation was held on December 15, 2025, with the experienced class
23 action and PAGA mediator Jason Marsili, Esq. The Parties contested key issues but ultimately agreed
24 upon principal settlement terms in a memorandum of understanding or “MOU.”

25 12. **Settlement.** We worked diligently after mediation to prepare a long form settlement
26 agreement, a true and correct copy of which is attached in full as Exhibit 1 to this Declaration (the
27 “Settlement”). A true and correct copy of the proposed notice to the Class (the “Class Notice”) is
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1 attached as Attachment A to the Settlement (the Request for Exclusion, Objection, and Class
2 Workweek/PAGA Pay Period Dispute form is attached as Attachment B to the Settlement). This
3 document will be mailed to each Class Member in accordance with the notice procedures of the
4 Settlement.

5 13. On February 4, 2026, we received a quote from CPT Group (“CPT”). The Parties
6 selected CPT to administer the Settlement. A true and correct copy of the CPT quote is attached hereto
7 as Exhibit 4.

8 14. On July 1, 2026, FVEL electronically filed a copy of the Settlement with the Labor &
9 Workforce Development Agency (the “LWDA”). A true and correct copy of the confirmation notice
10 from the LWDA is attached hereto as Exhibit 2.

11 **The Proposed Settlement**

12 15. As broken down on the table set forth in the accompanying Memorandum of Points and
13 Authorities, the Net Settlement Amount is calculated pursuant to the terms of the Settlement by taking
14 the “Gross Settlement Amount” of \$1,750,000.00 and subtracting the Attorneys’ Fees, Litigation Costs,
15 Service Award, PAGA Payment, and the Settlement Administrator’s Costs (all as defined in the
16 Settlement), with the balance (or “Net Settlement Amount”) being disbursed to the Class Members who
17 do not opt-out of the Settlement (the “Participating Class Members”) under the terms and procedures
18 of the Settlement.

19 16. Class Members averaged approximately 55 weeks of paid work with Defendants (66,255
20 workweeks / 1,205 Class Members) during the Class Period. On a workweek basis, the workweek
21 valuation is \$26.41 (gross) per week worked by a Participating Class Member and \$16.03 (net) after
22 accounting for the Attorneys’ Fees, Litigation Costs, Service Award, PAGA Payment, and the
23 Administration Expenses (all as defined in the Settlement), and any other applicable deductions from
24 the Gross Settlement Amount. If a Participating Class Member were to have worked the full Class
25 Period—299 workweeks—then they would automatically receive an estimated \$7,897.52 on a gross
26 basis and approximately \$4,793.68 on a net basis after accounting for all deductions like the Attorneys’
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1 Fees, Litigation Costs, Service Award, PAGA Payment and the Settlement Administrator's Costs (all
2 as defined in the Settlement), without the need to submit a claim form.

3 **Preliminary Approval Standards**

4 17. My experience in wage and hour class action litigation is described below and our
5 updated Firm Resume is attached hereto as Exhibit 5. My colleagues, Nicholas J. Ferraro and Lauren
6 N. Vega, also have substantial experience in handling class actions and other complex litigation as both
7 an employment defense and plaintiff's lawyer in cases like this one. We have engaged in significant
8 pre-litigation investigation, witness interviews, formal and informal discovery, damage analysis, and
9 other litigation efforts on behalf of Plaintiffs and the putative class. FVEL has extensive experience
10 litigating class actions on behalf of both plaintiffs and defendants. Our litigation practice focuses
11 primarily on wage and hour claims arising under California and federal law. FVEL has already invested
12 significantly in the investigation, litigation, and resolution of this case and will continue to devote the
13 necessary resources to bring the matter through final approval and conclusion.

14 18. Defense counsel is a skilled and sophisticated lawyer, with significant class action
15 experience, from the law firm of Robert L. Shipley, APLC. Defense counsel's defense and counsel to
16 their client throughout this case is reflective of their substantial skill and experience in similar litigation.

17 19. Ultimately, the settlement is fair, reasonable, and in the best interest of the class in light
18 of the monetary recovery, difficulties of this litigation, the developing state of the law, risks of
19 certification/decertification, summary adjudication, the lengthy process of establishing damages, and
20 delay and uncertainty of appeals. Although the exchange of documents, data, records, and information
21 in advance of mediation was significant, the Parties still had extensive discovery to complete in formal
22 litigation had the matter not settled. This would have required an expenditure of substantial time and
23 resources by both Parties over the course of the next several years. We would have continued to advance
24 the case through written discovery, third party witness investigations, and depositions, whereas
25 Defendants would have prepared motions for summary judgment on ripe legal issues. Even if Plaintiffs
26 certified all claims and avoided summary judgment on certain legal issues, the Parties would incur
27 considerably more attorneys' fees and costs through additional motions, trial, and possible appeal.

1 Instead, this settlement avoids those risks and the accompanying expenses on the Parties, the court, and
2 the putative class members.

3 20. FVEL will continue to represent Plaintiffs and the best interests of the putative class
4 throughout final approval of the proposed settlement in this case. Neither FVEL nor Plaintiffs have any
5 conflicts of interest with the class as a whole or with any individual class member. There are no
6 ancillary agreements made in connection with the proposed settlement between or among Plaintiffs,
7 Defendant, or their respective counsel of record.

8 **Amount in Controversy and Risks of Continued Litigation**

9 21. In reaching the decision to settle this case, FVEL, in conjunction with our clients,
10 considered the risks of proceeding with the litigation. These threshold risks involved a denial of class
11 certification on all or some of the claims. Additionally, these risks included the burdens of proof to
12 establish liability, the merits of the defenses raised by Defendant, the difficulties in establishing
13 damages for purposes of proof at trial (and for purposes of manageability or class certification
14 challenges), the likelihood of success at trial, and the probability of appeal in the event of a favorable
15 judgment.

16 22. Based on the data and information provided by Defendant, FVEL calculated the realistic
17 potential damage exposure for the underlying class claims to be approximately **\$1,922,780.44**, exclusive
18 of PAGA penalties and interest. This represents the realistic amount Plaintiffs would recover in the
19 event Plaintiffs' claims were successfully certified as a class action, and Plaintiffs were able to establish
20 liability on each of these claims at trial. The maximum potential damages estimate is based on an
21 analysis of the data by an expert witness experienced in damage analysis in wage and hour claims, our
22 office's review and analysis of the data, and policies, and information provided by Defendant, Plaintiffs
23 and Class Members. The Gross Settlement Amount of \$1,750,000 represents **91 percent** of the realistic
24 exposure set forth above, which is an excellent result for the Class.

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23. A detailed explanation of Plaintiffs' evaluation is as follows:

a. Unpaid Minimum Wages

- i. Plaintiffs' cause of action for uncompensated off-the-clock hours worked (plus liquidated damages) concerns to the work performed off-the-clock, reasonably estimated at approximately 1 hour per workweek for each of the 1,205 Class Members, totaling \$1,474,836.30, plus an equal amount in liquidated damages under Labor Code § 1194.2, totaling **\$2,949,672.60**. This represents the amount of alleged unpaid wages Plaintiffs would have obtained at trial in the event they certified the Class, overcame hurdles on the burden of proof, and proved 100 percent of the claim for the Class. Additionally, our third-party economic consultant who analyzed the data for the Class opined that 49.7% of these hours would have put Class Members into overtime, so only 50.3% of these damages are attributable to this claim.
- ii. Furthermore, paired with Defendants' facially compliant policies, and arguments that they acted in good faith, this claim was unlikely to be certified and those full damages are unlikely to have been awarded.
- iii. Accordingly, to account for realistic exposure of this claim, Plaintiffs reduced the maximum amount to **30 percent** of its maximum value ($\$1,474,836.30 * 50.3\% = \text{maximum value of } \$741,842.66$), representing its likelihood of success on the merits in light of evidentiary issues. Plaintiffs therefore attributes final reasonable exposure of **\$222,552.80** attributed to the respective off-the-clock claims.

b. Failure to Pay All Overtime Wages

- i. Plaintiffs' cause of action for unpaid overtime wages is primarily based on the allegation that Defendants undercalculated the "regular rate of pay" used to calculate and pay overtime to the Class by not including all forms of remuneration in the base rate used to calculate overtime at the required 1.5

1 or 2.0 multiple. The sum of unpaid overtime wages for this claim is
2 \$1,099,490.46 ((\$1,474,836.30 total unpaid work value * 49.7% percentage
3 attributable to overtime hours) * 1.5 overtime rate) for regular rate
4 underpayments, which represents the amount of alleged unpaid overtime
5 Plaintiffs would have obtained at trial in the event they certified the class,
6 overcame hurdles on the burden of proof, and proved 100 percent of the
7 claim for the Class.

8 ii. Plaintiffs believe this argument was meritorious and could have prevailed,
9 but Plaintiffs understand this claim still faced evidentiary challenges since
10 unrecorded time worked is inherently difficult to prove (particularly for a
11 class since it requires individual scrutiny), Defendants maintained facially
12 compliant policies, acted in good faith to pay overtime at the appropriate
13 rate, and often paid out overtime.

14 iii. Accordingly, to account for realistic exposure of this claim, Plaintiffs
15 modestly reduced the exposure to 20 percent of its maximum value, in light
16 of the relative strengths of the claim, but accounting for issues at the class
17 certification stage. Plaintiffs therefore attributes final reasonable exposure
18 of \$219,898.10 attributed to the respective overtime claims.

19 **c. Failure to Pay Sick Leave Pay**

20 i. Plaintiffs' cause of action for unpaid paid sick leave wages is also primarily
21 based on the allegation that Defendants undercalculated the "regular rate of
22 pay" used to calculate and pay sick leave pay to the Class by not including
23 all forms of remuneration in the base rate used to calculate the earnings.
24 Our third-party consultant who analyzed the data, opined that he sum of
25 unpaid overtime wages for this claim is \$41,855.00 for regular rate
26 underpayments, which represents the amount of alleged underpaid sick pay
27 Plaintiffs would have obtained at trial in the event they certified the class,
28

overcame hurdles on the burden of proof, and proved 100 percent of the claim for the Class.

- ii. For the same reasons as discussed above for the unpaid overtime claim, Plaintiffs modestly reduced the exposure to **20 percent**, totaling **\$8,371.00** in underpaid sick leave.

d. Meal Period Premiums

- i. Plaintiffs' cause of action for unpaid meal period premiums is based on the allegation that Defendants did not consistently pay meal period premiums when employees missed a meal period, received a late meal period, or received a short meal period (less than 30 minutes). The total exposure amounts to **\$684,471.53** (66,255 workweeks * 11.9% violation rate * \$22.26 average regular rate of pay * 3.9 average shifts per week)
- ii. However, in response, Defendants maintained that it did not exercise control over employee's lunch breaks, had compliant meal period policies, actually paid meal premiums (which was supported by the data) and therefore had fulfilled obligations under *Brinker*. In light of the fact that the facial meal period violation rate was so low (just over 10 percent), this claim would have been relatively difficult to prove.
- iii. Accordingly, to account for realistic exposure of this claim as well as the meal premiums actually paid and meal waivers in the data, Plaintiffs reduced the likely exposure to **0.2 percent** of its maximum value. Our consultant analyzed that of 21,281 unique meal violations after accounting for waivers, Defendants paid 20,813 meal premiums, leaving just 468 unpaid meal premiums out of an estimated 258,394.5 shifts (66,255 workweeks * average 3.9 shifts per workweek). Plaintiffs therefore attributed final reasonable exposure of **\$1,368.94** to the respective meal period claims.

e. Rest Period Violations

i. Plaintiffs' cause of action for unpaid rest period premiums is based on the allegation that Defendants did not consistently pay rest period premiums when employees missed a rest period or received a short or interrupted rest period. Plaintiffs' claim assumed that employees did not receive a fully compliant rest period on one out of every five shifts over 3.5 hours in length during the Class Period. The sum of unpaid rest period premiums for this claim is **\$5,556,298.28** (258,394.5 estimated total shifts as explained above * 96.6% percentage of shifts over 3.5 hours * 100% violation rate * \$22.26 average rate of regular pay) which represents the amount of alleged unpaid rest period premiums for the employees that Plaintiffs would have obtained at trial in the event they certified the Class, overcame hurdles on the burden of proof, and proved 100 percent of the claim.

ii. However, proving 100 percent of the claim at trial is not guaranteed. Rest breaks are not required to be recorded, and Defendants maintained strong arguments that it provided compliant policies and therefore fulfilled its obligation to authorize and permit rest periods. Plaintiffs and the Class also confirmed that rest periods were occasionally provided, though not always possible due to the work demands. The lack of documentation for these claims, coupled with Defendants' available defenses, renders the likelihood of success on the merits at trial highly speculative.

iii. Accordingly, to account for realistic exposure of this claim, Plaintiffs reduced the likely exposure to **10 percent** of its maximum value. Plaintiffs therefore attributes final reasonable exposure of **\$555,629.83** attributed to the respective rest period claims.

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1 **f. Wage Statement Violations**

- 2 i. Plaintiffs contended that Defendants' wage statements were non-compliant.
- 3 There were 15,997 pay periods during the wage statement liability period,
- 4 which is subsumed by the PAGA Period. As a result, applying Labor Code
- 5 § 226's \$50 per initial pay period penalty and \$100 subsequent per pay
- 6 period penalty, the total exposure for the wage statement claim is
- 7 **\$1,563,100.00** (($\50×732 PAGA Members) + ($\$100 \times (15,997$ Pay Periods
- 8 during PAGA Period – 732 PAGA Members)) which represents the amount
- 9 of alleged wage statement penalties Plaintiffs would have obtained at trial
- 10 in the event they certified the class, overcame hurdles on the burden of
- 11 proof, and proved 100 percent of the wage statement claim for the Class.
- 12 ii. However, Defendants presented a series of legal arguments against the
- 13 wage statement penalty; namely, that the wage statements correctly
- 14 reflected what was actually paid, which suffice under California law. *See*
- 15 *Maldonado v. Epsilon Plastics, Inc.*, 22 Cal. App. 5th 1308, 1336 (2018),
- 16 review denied (Aug. 22, 2018). Moreover, a recent opinion from the
- 17 California Supreme Court, *Naranjo v. Spectrum Security Services, Inc.* Case
- 18 No. S279397 (May 6, 2024) rendered derivative wage statement violations
- 19 challenging to obtain full penalties based on the idea of good faith
- 20 compliance. Ninth Circuit adverse authority on the issue of standing with
- 21 respect to Labor Code § 226(a) claims exists in *Magadia v. Wal-Mart*
- 22 *Associates*, No. 19-16184 (9th Cir., May 28, 2021). Defendants would have
- 23 relied on these and other authorities to argue that Plaintiffs were unable to
- 24 obtain wage statement penalties, particularly on derivative claims where the
- 25 wage statements reflect what was actually paid.
- 26 iii. Accordingly, to account for realistic exposure of this derivative claim,
- 27 Plaintiffs reduced the likely exposure to **20 percent** of its maximum value.
- 28

1 Plaintiffs therefore attributed final reasonable exposure of **\$312,620.00** to
2 the respective wage statement claims.

3 **g. Waiting Time Penalties**

4 i. Plaintiffs contended that Defendants was liable for waiting time penalties
5 because it failed to pay all minimum and overtime wages to the Class.
6 Based on 386 formerly employed PAGA Members as of the date of
7 production, the waiting time penalty amount to exposure of **\$1,830,172.68**
8 (386 * 7.1 average number of hours per shift * \$22.26 average rate of
9 regular pay * 30 days). This amount represents the alleged waiting time
10 penalties Plaintiffs would have obtained for the Class at trial in the event
11 they certified the class, overcame hurdles on the burden of proof, proved
12 100 percent of the underlying wage claims, and provided that Defendants
13 willfully failed to pay all wages owed under Labor Code § 203.

14 ii. However, Defendants argued that Plaintiffs could not prove the “willful”
15 prong needed to obtain waiting time penalties under Labor Code § 203.
16 Moreover, Plaintiffs would have to overcome damaging precedent to prove
17 an entitlement to the penalties. Based on Plaintiffs’ counsels’ review of
18 how Defendants was calculating and paying overtime, they indeed did
19 attempt to pay overtime at the “regular rate of pay,” including all forms of
20 remuneration in the base rate used to calculate the 1.5x or 2.0x multiple, but
21 only had a small handful of “regular rate” underpayments.

22 iii. Accordingly, Plaintiffs negotiated and discounted the maximum wage
23 statement penalties to **10 percent** of the asserted exposure, which represents
24 a reduction of the waiting time penalties to account for strong factual and
25 legal defenses, for a final reasonable estimate of **\$183,017.27**, attributed to
26 the respective waiting time penalty claim.

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1 **h. Failure to Reimburse Business Expenses**

- 2 i. Plaintiffs contended that Defendants were liable for unreimbursed
3 employee expenses attributed to mandatory use of cell phones/data/internet
4 for scheduling, staffing communication and operational coordination with
5 chefs, as well as unreimbursed mileage for traveling between kitchen
6 locations. Our consultant opined these unreimbursed expenses totaled
7 \$30.00 per month (or \$7.50 per workweek). This yields a maximum
8 exposure of **\$496,912.50** (\$7.50 * 66,255 workweeks).
- 9 ii. However, based on the inherent conflicts of this claim, practical difficulties
10 in gathering sufficient contemporaneous documentary evidence to prove
11 each Class Member's unreimbursed business expenses, we elected to
12 resolve at **20 percent** of asserted exposure, which represents a reduction of
13 expenses to account for the lack of recorded evidence of this violation, for
14 a final and reasonable estimate of **\$99,382.50**, attributed to the respective
15 reimbursement claim.

16 **i. Private Attorneys General Act Claims**

- 17 i. The \$50,000.00 allocated to PAGA penalties in this class action settlement
18 is congruent with the authorities cited in Plaintiffs' memorandum. Here,
19 Defendants steadfastly contest liability, as well as the propriety of class
20 certification, and was prepared to oppose class certification and defend
21 Plaintiffs' claims in the event the action is not resolved. Maximum PAGA
22 penalties were estimated, based on 15,997 pay periods during the PAGA
23 Period, at **\$100** for the underlying violations, or \$1,599,700.00. However,
24 at trial the Court would maintain significant discretion to reduce PAGA
25 penalties, and therefore a more realistic outcome would be **20 percent** of
26 the maximum penalty amount, **\$319,940.00**. After reasonable reductions
27 are made to maximum exposure to reflect the realistic liability exposure, the
28

1 potential damages, as well as the substantial risks to recovery, this non-
2 reversionary settlement accomplishes the purposes of the PAGA and the
3 settlement, as a whole, is well within the “ballpark” of reasonableness,
4 warranting preliminary approval.

5 **Attorneys’ Fees and Costs**

6 24. FVEL will file a motion for reimbursement of verified litigation expenses and an award
7 of fees not to exceed 33.33 percent of the total settlement amount. The request for Attorneys’ Fees as
8 a percentage of the common fund is reasonable in light of the amount recovered, result obtained for the
9 Class, hours expended, and other relevant factors, and will be supported by additional evidence
10 submitted at the final approval stage, including support for the reasonable hourly rate, hours, and
11 additional factors justifying the request for Attorneys’ Fees and reimbursement of Litigation Costs
12 advanced on a contingent-fee basis.

13 **Service Payment to Plaintiffs**

14 25. The Settlement provides for a total Service Payment of *up to* \$20,000 for Plaintiffs
15 (\$10,000.00 to Plaintiff Geissler and \$10,000.00 to Plaintiff Miller) to recognize their substantial effort,
16 risk, and initiative in assisting with the prosecution and resolution of this case. Plaintiffs were dedicated
17 and invested considerable time and energy assisting their attorneys with the prosecution of the action.
18 Plaintiffs’ steadfast contributions in light of the risks and stresses of the case litigation should be
19 acknowledged. At the final approval stage, Plaintiffs and Plaintiffs’ Counsel will provide declarations
20 providing additional information in support of this request.

21 **Experience & Adequacy of Counsel**

22 26. I am the head of FVEL’s Settlement Department and counsel of record in more than one
23 dozen wage and hour class and representative actions filed throughout the State of California, in state
24 and federal courts. I lead our firm in ushering class and PAGA representative actions through the
25 settlement process in a smooth and efficient manner.

26 27. As set forth on our Firm Resume, attached hereto as Exhibit 5, FVEL has handled many
27 wage and hour class and representative actions through litigation and final judgment.
28

1 28. I am a graduate of the University of California, Los Angeles School of Law and the
2 University of California, San Diego.

3 29. I was admitted to the State Bar of California in 2021, and I have worked for multiple
4 plaintiff-side employment firms in Southern California, with cases all throughout the State of
5 California. I have over five years of experience working with multiple firms on individual claims
6 involving unpaid wages, wrongful termination, discrimination, harassment, and retaliation claims
7 arising under the California Fair Employment and Housing Act, California Labor Code, and common
8 law, where I consistently settled cases in the five- and six-figure range, and working on class and PAGA
9 representative actions just like this one for wage and hour violations with settlements in the six- and
10 seven-figure range.

11 30. In addition to my legal practice, I am a certified mediator through the California Lawyers
12 for the Arts. I have also worked for the Sacramento Mediation Center. I am also an adjunct professor at
13 the Thomas Jefferson School of Law.

14 31. I have been a guest speaker and lecture at many organizations throughout California,
15 including the University of California, Irvine, and I have presented workshops on various legal topics,
16 including California labor laws, mediation, and settlement. I also make short-form legal information
17 videos on California wage and hour and other employment law topics on my personal online platforms
18 (which has over one-thousand followers to date, and thousands more views) to educate the public on
19 their rights at work.

20 32. I began my career as a transactional attorney representing business, and I have provided
21 advice and counsel to many California for-profit and non-profit organizations regarding labor law
22 compliance, including drafting employment agreements, separation agreements, and employee
23 handbooks. This duality of experience sitting on both sides of the table informs my practice and allows
24 me to work seamlessly with defense counsel to coordinate the approval process.

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1 **Concluding Statements**

2 33. In sum, I believe that the Settlement in this case is fair, reasonable, and in the best
3 interests of the Class in light of the monetary recovery, challenges of the case, recent developments in
4 wage and hour law, the risks of certification and decertification, adverse summary adjudication rulings,
5 and the lengthy process of establishing damages, and potential appeals. The Settlement presented an
6 excellent opportunity for the Class to obtain a robust and substantial Settlement of \$1,750,000.00, which
7 should be approved. The Settlement was reached only after extensive evaluation and review of
8 employment records, including third-party consultant's wage and hour analysis.

9 I declare under penalty of perjury under the laws of the State of California and the United States
10 of America that the foregoing is true and correct. Executed on July 30, 2026, in San Diego, California.

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14 _____
15 Conor J.D. Gómez, Esq.
16 *Attorney for Plaintiffs Cherie Geissler and*
17 *Matthew David Miller*
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EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Subject to court approval, this Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Cherie Geissler and Matthew David Miller (“Plaintiffs”), individually and on behalf of the Settlement Class, and Defendant Grand Pacific Hotel Services, L.P. (hereinafter, “Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties” or as a “Party.”

1. DEFINITIONS.

1.1. “Action” means Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned *Cherie Geissler, et al. v. Grand Pacific Hotel Services, L.P., et al.*; Case No. 25CU015651C, pending in San Diego County Superior Court.

1.2. “Address Search” means the Administrator’s search for Covered Employees’ mailing addresses using all reasonably available sources, including but not limited to the National Change of Address database, skip traces, and direct contact by the Administrator.

1.3. “Administrator” means CPT Group.

1.4. “Administration Expenses” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its costs in accordance with the Administrator’s bid as approved by the Court. The Administration Expenses shall not exceed \$17,000.00, except for a showing of good cause and as approved by the Court.

1.5. “Attorneys’ Fees” mean the amounts allocated to Plaintiffs’ Counsel for reimbursement of reasonable attorneys’ fees in connection with this Settlement in an amount not to exceed 33.33% of the Gross Settlement Amount.

1.6. “Class” or “Class Member(s)” means all individuals currently or formerly employed by Defendant in California as hourly, non-exempt employees during the Class Period.

1.7. “Class Counsel” or “Plaintiffs’ Counsel” means Ferraro Vega Employment Lawyers, Inc. and Wilshire Law Firm.

1.8. “Class Period” means the period from November 30, 2020, through the date of Preliminary Approval, August 21, 2026, unless shortened by Defendant pursuant to Paragraph 7 below

1.9. “Class Notice” means the Notice of Class Action and PAGA Settlement, attached as **Attachment A** and including the Request for Exclusion, attached as **Attachment B**, to be mailed to Class Members and incorporated by reference into this Agreement.

1.10. “Class Response Deadline” means 45 days after the Administrator mails Notice to Class Members and shall be the last date on which Class Members may: (a) email or mail Requests for Exclusion from the Settlement, or (b) email or mail an Objection to the Settlement. Class Members to whom the Class Notice is re-sent after being returned undeliverable

to the Administrator shall have an additional 14 calendar days beyond the Response Deadline expiry.

1.11. “Class Representatives” or “Named Plaintiffs” refers to Cherie Geissler and Matthew David Miller .

1.12. “Class Workweek” means any week during which a Class Member worked for Defendant for at least one day during the Class Period.

1.13. “Class Workweek Estimate” means, based on a review of Defendant’s records to date, a total of 66,255 Class Workweeks.

1.14. “Court” means the San Diego County Superior Court.

1.15. “Covered Employees” means all PAGA Members and all Class Members.

1.16. “Defense Counsel” means captioned counsel of record from the law firm of Robert L. Shipley, APLC.

1.17. “Effective Date” means the date on which the Court enters Judgment on its order granting Final Approval of the Settlement and the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (ii) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (iii) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.18. “Employee Data” means all Covered Employees’ identifying information in Defendant’s possession including their names, last-known mailing addresses, Social Security numbers, and number of Class Workweeks and PAGA Periods.

1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.20. “Final Approval Hearing” means the Court’s hearing on the final motion for approval of the Settlement.

1.21. “Gross Settlement Amount” means **\$1,750,000.00**, which is the total amount Defendant agrees to pay under the Settlement, subject to the terms and conditions of this Settlement.

1.22. “Individual Class Payments” means the Participating Class Member’s pro rata share of the Net Settlement Amount, calculated according to the number of Class Workweeks.

1.23. “Individual PAGA Payments” means the PAGA Members’ pro rata share of the Net PAGA Payment, calculated according to the number of PAGA Pay Periods.

1.24. “Individual Settlement Payments” means the Individual Class Payment and the Individual PAGA Payments.

1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval of the Settlement.

1.26. “Litigation Costs” means the amount incurred by Plaintiffs’ Counsel to prosecute the Action, according to proof and subject to Court approval, not to exceed \$20,000.00.

1.27. “LWDA” means the California Labor Workforce and Development Agency.

1.28. “LWDA Payment” means the 65% share of the PAGA Payment allocated to be paid to the LWDA under Labor Code section 2699, subd. (m).

1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Service Payments, Attorneys’ Fees, Litigation Costs, the PAGA Payment (including the LWDA Payment), and the Administration Expenses.

1.30. “Net PAGA Payment” means the 35% share of the PAGA Payment allocated to be paid to the PAGA Employees under Labor Code section 2699, subd. (m).

1.31. “Non-Participating Class Member” means any Class Member who submits a valid and timely Request for Exclusion from the Settlement.

1.32. “Operative Complaint” means the most recently filed complaint, including amended complaints, filed by Plaintiffs.

1.33. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.34. “PAGA” means California’s Private Attorneys General Act of 2004.

1.35. “PAGA Period” means November 13, 2023, through the date of Preliminary Approval, August 21, 2026, unless shortened by Defendant pursuant to Paragraph 7 below.

1.36. “PAGA Payment” means \$50,000.00, which is the amount provided in exchange for the release of the PAGA claims addressed in this Settlement, and which shall be paid from the Gross Settlement Amount, with 65% of the PAGA Payment constituting the LWDA Payment, with the remaining 35% constituting the Net PAGA Payment to be allocated and paid to PAGA Members.

1.37. “PAGA Counsel” or “Plaintiffs’ Counsel” means Ferraro Vega Employment Lawyers, Inc. and Wilshire Law Firm.

1.38. “PAGA Members” means all individuals currently or formerly employed by Defendant in California as hourly, non-exempt employees during the PAGA Period.

1.39. “PAGA Notice” means Named Plaintiffs’ letters to Defendant and the LWDA, including any amendments thereto, pursuant to Labor Code § 2699.3(a).

1.40. “PAGA Pay Period” means any pay period during which a PAGA Member worked for Defendant for at least one day during the PAGA Period.

1.41. “PAGA Representatives” or “Named Plaintiffs” refers to Matthew David Miller and Cherie Geissler.

1.42. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.43. “Released Claims” means the claims being released in connection with this Settlement, as set forth in full below.

1.44. “Released Parties” means: Defendant and each former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.45. “Request for Exclusion” means a Class Member’s submission of a signed written request to be excluded from the Class Settlement, including on the form provided with the Class Notice.

1.46. “Service Payments” means the payment to the Named Plaintiffs for initiating and providing services in support of the Action in an amount up to \$10,000.00, each, subject to Court approval, which also constitutes consideration for Plaintiffs’ individual settlement and general release of all claims, as set forth in this Agreement.

1.47. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. MONETARY TERMS.

2.1. Gross Settlement Amount. Subject to all terms of this Agreement, Defendant shall pay the Gross Settlement Amount in connection with this Settlement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Covered Employees to submit any claim or form as a condition of payment. The Gross Settlement Amount is non-reversionary.

2.1.1. Employer Payroll Taxes: If required by the Court as a condition to approval, Defendant’s share of payroll taxes on the wage portion of settlement payments shall be paid separately and in addition to the GSA.

2.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts approved by the Court:

2.2.1. To Named Plaintiffs: The Service Payments, in addition to any Individual Settlement Payment that they may be entitled to receive as a Covered Employee. If the Court approves Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Service Payments using IRS Form 1099. An award of less than the requested amount for the Service Payments will not give rise to a basis to abrogate the Settlement Agreement and the Court has authority under this Agreement to reduce (or increase) the Service Payments, at its discretion at the final approval stage.

2.2.2. To Plaintiffs' Counsel: Attorneys' Fees and Litigation Costs to Plaintiffs' Counsel. Defendant will not oppose requests for these payments, provided the requests do not exceed the amounts set forth in this Agreement. If the Court approves Attorneys' Fees and/or Litigation Costs in an amount less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Attorneys' Fees and Litigation Costs using one or more IRS 1099 Forms.

2.2.3. To the Administrator: Administration Expenses to the Administrator in an amount not to exceed \$17,000. To the extent the Administration Expenses are less, or the Court approves payment less than the Administration Expenses set forth in this Agreement, the Administrator will allocate the remainder to the Net Settlement Amount.

2.2.4. To the LWDA: Subject to Court approval, the PAGA Payment will be allocated to cover any and all claims for civil penalties associated with the Released Claims that were, or could have been, brought in the Actions under PAGA based on the factual allegations in the Operative Complaint and PAGA Notice; 65% of the PAGA Payment will be paid to the LWDA (i.e., the LWDA Payment) and the remaining 35% of the PAGA Payment (i.e., the Net PAGA Payment) will be distributed to PAGA Members as penalties in exchange for a full and final release of the PAGA claims. The Court has authority under this Agreement to increase (or reduce) the PAGA Payment up to and including at the final approval hearing, and the Parties respectfully reserve the right to increase (or reduce) the PAGA Payment up to and including at the final approval stage, subject to the Court's final approval. If the Court approves a PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

2.2.5. To Each Participating Class Member/Tax Allocation: An Individual Class Payment calculated by: (a) dividing the Net Settlement Amount by the total number of Class Workweeks worked by all Participating Class Members during the Class Period; and (b) multiplying the result by each Participating Class Member's Class Workweeks. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis. 15% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 85% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms.

Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

2.2.6. To Each PAGA Member/Tax Allocation: An Individual PAGA Payment calculated by: (a) dividing the Net Settlement Amount by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period; and (b) multiplying the result by each PAGA Members' PAGA Pay Periods. The Individual PAGA Payments are not subject to wage withholdings and will be reported on IRS 1099 Forms. Covered Employees assume full responsibility and liability for any individual taxes owed on their Individual PAGA Payment.

3. SETTLEMENT FUNDING AND PAYMENTS.

3.1. Delivery of Employee Data to Administrator. Not later than 15 days after the Court grants Preliminary Approval, Defendant will simultaneously deliver the Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Covered Employees' privacy, the Administrator must maintain the Employee Data in confidence, use the Employee Data only for purposes of this Settlement, and restrict access to the Employee Data to Administrator employees who need access to the Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Plaintiffs' Counsel if it discovers that the Employee Data omitted Covered Employees' identifying information and to provide corrected or updated Employee Data as soon as reasonably feasible. Without any extension of the foregoing deadline the Parties and their counsel must expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Employee Data.

3.2. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and fund the amount necessary to fully pay its share of payroll taxes by transmitting the funds to the Administrator no later than 7 days after the Effective Date.

3.3. Payments from the Gross Settlement Amount. Within 10 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Settlement Payments, the Administration Expenses, the LWDA Payment, Attorneys' Fees, Litigation Costs, and Service Payments.

3.3.1. The Administrator will issue checks for the Individual Settlement Payments and send them to Covered Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

3.3.2. The Administrator must conduct an Address Search for all other Covered Employees whose checks are returned undelivered without USPS forwarding addresses. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Covered Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check

to any Covered Employee whose original check was lost or misplaced, requested by the Covered Employee prior to the void date.

3.3.3. For any Covered Employee whose Individual Settlement Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds, in the name of the Covered Employee, to the State of California's Unclaimed Property Division.

3.3.4. The payment of Individual Settlement Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Covered Employee beyond those specified in this Agreement.

3.3.5. The Administrator will send checks for Individual PAGA Payments to all PAGA Members, who have no right to opt-out or otherwise exclude themselves from the settlement and release of PAGA claims set forth in this Settlement.

3.4. Payments to the Responsible Tax Authorities. The Administrator will pay the Participating Class Members' portion of normal payroll withholding taxes out of each person's Individual Class Payment. The Administrator shall also pay Defendant's portion of payroll taxes as the current or former employer (including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.) to the appropriate local, state, and federal taxing authorities. The Administrator will calculate the amount of the Participating Class Members' and Defendant's portion of payroll withholding taxes and forward those amounts to the appropriate taxing authorities.

4. RELEASES OF CLAIMS.

Effective on the date when Defendant fully funds the Gross Settlement Amount and all associated employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the following releases of claims will take effect:

4.1. Named Plaintiffs' General Release. Named Plaintiffs' respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint or ascertained during the Action; and (b) any other claims, debts, liabilities, demands, damages, obligations, actions and causes of actions, of any nature whatsoever, whether known or unknown, or suspected or unsuspected, arising out of or in connection with their employment with Defendant, the separation of such employment, or any other act, omission or event occurring between the Parties at any time prior to the date the Named Plaintiffs execute this Agreement. This General Release includes, without limitation: (1) all claims for violation of any federal, state or local statute, ordinance or regulation relating to employment benefits, leaves of absence, or discrimination, harassment, retaliation, or whistleblowing in employment, specifically including, without limitation, the California Fair Employment and Housing Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Genetic Information Nondiscrimination Act, the Americans with Disabilities Act, and the Employee Retirement Income Security Act, the Consolidated

Omnibus Budget Reconciliation Act, the Securities Act, the Immigration Reform and Control Act the Worker Adjustment and Retraining Notification Act of 1988, the California Worker Adjustment and Retraining Notification Act, the Uniformed Service Employment and Reemployment Rights Act, and any regulation of any administrative agency or governmental authority relating to employment benefits or discrimination or harassment or retaliation in employment; (2) all claims for failure to pay minimum or overtime wages, failure to timely pay wages, failure to provide accurate itemized wage statements, failure to maintain accurate records, failure to reimburse business expenses, failure to provide meal periods or rest breaks, failure to provide paid sick leave, failure to post notice of paydays and time and place of payment, and any claim for violations of the California Labor Code, California's Business and Professions Code § 17200 et seq., and the applicable California Industrial Welfare Commission Wage Order; (3) any non-statutory tort or contractual claim, including all claims for breach of oral, implied or written contract, breach of implied covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, and conversion; (4) all claims for wrongful termination of employment; (5) all claims for wages, penalties and/or benefits; and (6) all claims for attorneys' fees and costs. Named Plaintiffs' General Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. Named 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 Named Plaintiffs' General Release shall be and remain effective in all respects, notwithstanding such different or additional facts or their discovery of them.

4.1.1. Named Plaintiffs' Section 1542 Waiver. For purposes of Named Plaintiffs' General Release, Named Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

4.2. Release by Participating Class Members: All Participating Class Members release Released Parties from any and all claims, damages, and penalties alleged in the Operative Complaint and arising out of the facts in the Operative Complaint during the Class Period, including, without limitation, claims for: (1) failure to pay minimum and straight time wages, (2) failure to pay all overtime wages, (3) meal period violations, (4) rest period violations, (5) paid sick leave violations, (6) untimely payment of wages, (7) wage statement violations, (8) waiting time penalties, (9) failure to indemnify employees for expenditures, (10) unfair competition, and (11) civil penalties under the Private Attorneys General Act (Labor Code §§ 2698 et seq.). Participating Class Members **do not** release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts outside of the Operative Complaint or outside the Class Period.

4.3. Release by PAGA Members: All PAGA Members and the LWDA release Released Parties from, and are forever barred from pursuing such against Released Parties for, the

PAGA claims alleged in and/or arising out of the facts alleged in the Operative Complaint during the PAGA Period, including, without limitation penalties predicated on the underlying alleged violations for: (1) failure to pay minimum and straight time wages, (2) failure to pay all overtime wages, (3) meal period violations, (4) rest period violations, (5) paid sick leave violations, (6) untimely payment of wages, (7) wage statement violations, (8) waiting time penalties, (9) failure to indemnify employees for expenditures, (10) unfair competition, and (11) civil penalties under the Private Attorneys General Act (Labor Code §§ 2698 et seq.).

5. MOTION FOR SETTLEMENT APPROVAL.

5.1. Preliminary Approval. Not later than 16 court days before the Preliminary Approval Hearing, Named Plaintiffs shall move for an order conditionally certifying the Class for settlement purposes only, granting Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice. Defendant shall accept service of the Motion (or any other motions, stipulations, declarations, proposed orders, exhibits, or other documents filed in connection with this Settlement) via electronic service at the email addresses set forth in this Agreement or, if an electronic service agreement is already in place, at the email addresses in the Parties' electronic service agreement.

5.2. PAGA Approval. Plaintiffs shall prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this PAGA Settlement under Labor Code § 2699(s)(2). To effectuate Final Approval and Judgment of the Settlement of PAGA claims, Plaintiffs shall prepare either a Joint Stipulation Approving PAGA Settlement (subject to Defense Counsels' review and revision) or a Motion for Approval of PAGA Settlement. Plaintiffs shall file declarations from Plaintiffs' Counsel and the Named Plaintiffs to support the Settlement.

5.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Settlement or forthcoming motions or joint stipulations for approval, Plaintiffs' Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to resolve the disagreement. If the Court does not grant settlement approval or conditions any approval or review on any material change to this Agreement, Plaintiffs' Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to modify the Agreement and satisfy the Court's concerns. Should the Court decline to approve all material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it.

6. SETTLEMENT ADMINISTRATION.

6.1. Selection of Administrator. The Parties have jointly selected the Administrator to administer this Settlement. The Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

6.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number to calculate payroll tax withholdings and report to state and federal tax authorities.

6.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B-1.

6.4. Notice to Class Members.

6.4.1. No later than 3 business days after receipt of the Employee Data, the Administrator shall notify Plaintiffs' Counsel that the list has been received and state the number of Covered Employees and Class Workweeks and PAGA Pay Periods in the Employee Data.

6.4.2. Using best efforts to perform as soon as possible, and no later than 14 days after receiving the Employee Data, the Administrator will send to all Class Members identified in the Employee Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Attachment A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment payable to the Class Member, and the number of Class Workweeks used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Covered Employees' addresses using the National Change of Address database.

6.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

6.4.4. The deadlines for Class Members' written objections, challenges to Class Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the time otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

6.4.5. If the Administrator, Defendant or Plaintiffs' Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Employee Data and should have received Class Notice, the Parties will expeditiously meet and confer in a good-faith effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

6.5. Requests for Exclusion (Opt-Outs).

6.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter

from a Class Member or their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

6.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. 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 Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

6.5.3. Every 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, including the Participating Class Members' Releases paragraph of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

6.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment, nor shall they have the right to object to the class action components of the Settlement.

6.6. Challenges to Calculation of Class Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Class Workweeks contained in the Class Notice are correct so long as they are consistent with the Employee Data. The Administrator's determination of each Class Member's allocation of Class Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Class Workweeks to Defense Counsel and Plaintiffs' Counsel and the Administrator's determination of the challenges.

6.7. Objections to Settlement.

6.7.1. Only Participating Class Members may object to the Settlement, including contesting the fairness of the Settlement.

6.7.2. Participating Class Members may send written objections to the Administrator, by email or mail. Alternatively, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do

so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

6.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

6.8. Administrator Duties. The Administrator has a duty and is authorized to perform and observe all tasks necessary to effectuate and administer the Settlement in a manner consistent with the terms of this Agreement.

6.8.1. Email Address and Toll-Free Number. The Administrator will establish, maintain, and use its own company website with their contact information included so that Covered Employees may find the Administrator on the World Wide Web. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member telephone calls and emails.

6.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the Response Deadline, the Administrator shall email a list to Plaintiffs' Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

6.8.3. Weekly Reports. The Administrator must, on a weekly or biweekly basis, provide written reports to Plaintiffs' Counsel and Defense Counsel that 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 Class Workweeks received and/or resolved, and checks mailed for Individual Class Payments. The Weekly Reports must provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

6.8.4. Class Workweek Challenges. The Administrator has the authority to address and make final decisions, consistent with the terms of this Agreement, on all Class Member challenges over the calculation of Class Workweeks. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

6.8.5. Administrator's Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Plaintiffs' Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Covered Employees, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement

its declaration as needed or requested by the Parties and/or the Court. Plaintiffs' Counsel is responsible for filing the Administrator's declaration(s) in Court.

6.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Plaintiffs' Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, if applicable and if requested by either Party, the Administrator will prepare, and submit to Plaintiffs' Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement.

7. ESCALATION CLAUSE. Based on its records, Defendant estimates that the total number of workweeks worked by Class Members is as of September 20, 2025 was 66,255 ("Class Workweek Estimate"). If the total number of workweeks exceeds this total by 5% or more for the applicable Class Period, the Gross Settlement Amount shall automatically increase proportionately for each additional workweek over this listed total. In lieu of increasing the Gross Settlement Amount, Defendant may choose to cut off the Class Period as of the date that the Class Workweeks reach 5% above the Class Workweek estimate.

8. EMPLOYEE ESTIMATE. Based on the records evaluated, there are an estimated 1205 Class Members and 732 PAGA Members covered by this Agreement.

9. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 15% of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. If Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party shall have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. To elect to withdraw, Defendant must notify Plaintiffs' Counsel and the Court of its election to withdraw not later than 7 days after the Response Deadline.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the Final Approval Hearing, Named Plaintiffs will file in Court and serve on Defendants a Motion for Final Approval of the Settlement that includes a Proposed Final Approval Order and a Proposed Judgment, which shall specifically state and include a request for approval of the PAGA settlement under Labor Code § 2699, subd. (s). Plaintiffs' Counsel will provide drafts of the Proposed Final Approval Order and Proposed Judgment to Defense Counsel in advance of filing for Defense Counsel's review. Defendant shall accept service of the Motion for Final Approval (or any other motions, stipulations, declarations, proposed orders, exhibits, or other documents filed in connection with this Settlement) via electronic service at the email addresses set forth in this Agreement or, if an electronic service agreement is already in place, at the email addresses in the Parties' electronic service agreement.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court prior to the Final Approval Hearing, or as otherwise provided by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, the Parties will expeditiously work together through counsel in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval.

10.3. Continuing Jurisdiction of the Court. The Parties agree, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Attorneys' Fees and Litigation Costs set forth in this Settlement, the Parties, their respective counsel, and all Covered Employees, excluding opt outs, as applicable and provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Covered Employees), this Agreement shall be null and void. The Parties shall agree to expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur.

11. 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 a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by the Parties that any of the allegations or the defenses in the Operative Complaint have merit or that there is any liability for any claims asserted or that any claims may proceed on a class, collective, or representative basis. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Covered Employee to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Plaintiffs' Counsel's ability to communicate with Covered Employees in accordance with Plaintiffs' Counsel's ethical obligations owed to Covered Employees.

12.3. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.4. Attorney Authorization. Plaintiffs' Counsel and Defense Counsel separately warrant and represent that they are authorized by the Parties, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.5. Cooperation. The Parties and their counsel will cooperate and use their best efforts, in good faith, to implement the Settlement by modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court, among other things. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.6. 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.

12.7. No Tax Advice. Neither the Parties, Plaintiffs' Counsel, 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.

12.8. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or Plaintiffs' Counsel and Defense Counsel, as their legal representatives.

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

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

12.11. 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.

12.12. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.13. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.14. Notice. All notices or other communications between the Parties required in connection with this Agreement shall be in writing and shall be deemed to have been duly given as of the 3rd business day after mailing by U.S. Mail or the same day if sent by email, addressed as follows:

To Plaintiffs:

Ferraro Vega Employment Lawyers, Inc.

Attn: Nicholas J. Ferraro
3333 Camino del Rio South, Suite 300
San Diego, CA 92108 USA
nick@ferrarovega.com / classactions@ferrarovega.com
www.ferrarovega.com

Wilshire Law Firm

Attn: Tyler J. Woods and James Yoo
660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017
tyler.woods@wilshirelawfirm.com
james.yoo@wilshirelawfirm.com

To Defendant:

Robert L. Shipley, APLC

Attn: Robert L. Shipley
Address 2784 Gateway Rd, Ste. 104
Address Carlsbad, CA. 92009
Emails rshipley@shipleylaw.com

12.15. Execution in Counterparts. This Agreement may be executed using physical and/or electronic signatures (i.e. DocuSign, SignRequest, Adobe Sign, etc.), which shall be accepted as originals for purposes of this Agreement. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.16. Enforcement. The parties agree to expressly stipulate for the settlement of the case on the terms set forth in this Settlement Agreement, and hereby agree that Court, upon motion of either party, may enter judgment pursuant to the terms of this Settlement or otherwise enforce a breach of this Settlement. The parties expressly request that the Court retain jurisdiction over the Parties to enforce the Settlement until performance in full of the terms of the settlement, pursuant to Code of Civil Procedure sec. 664.6 and its procedures for enforcement.

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Cherie Geissler

Date: Jun 12, 2026

Cherie Geissler

Cherie Geissler

Plaintiff Matthew David Miller

Date: _____

Matthew David Miller

Defendant Grand Pacific Hotel Services, L.P.

Date: 6/9/2026

DocuSigned by:
Timothy J. Stripe
200451ED010B43C...

Name: Timothy J. Stripe

Title: Co-President

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Cherie Geissler

Date: _____

Cherie Geissler

Plaintiff Matthew David Miller

Date: 6/10/2026

Signed by:


8FC4BA2E2C37418...

Matthew David Miller

Defendant Grand Pacific Hotel Services, L.P.

Date: _____

Name: _____

Title: _____

Attachment A

Notice of Class and PAGA Action Settlement

NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

Cherie Geissler, et al. v. Grand Pacific Hotel Services, L.P. et al.
Superior Court of the State of California for the County of San Diego
Case No. 25CU015651C

This notice is to the following individuals in connection with a pending class and representative PAGA action settlement:

“Class” or “Class Member(s)” means all individuals currently or formerly employed by Defendant in California as hourly, non-exempt employees during the Class Period of November 30, 2020, through August 21, 2026.

“PAGA Members” means all individuals currently or formerly employed by Defendant in California as hourly, non-exempt employees during the PAGA Period of November 13, 2023, through August 21, 2026.

Read this notice carefully. Your legal rights could be affected whether you act or not.

The Superior Court of the State of California for the County of San Diego (the “Court”) has preliminarily approved this class and representative action lawsuit filed by Cherie Geissler and Matthew David Miller (“Class Representatives”) against Defendant Grand Pacific Hotel Services, L.P. (“Defendant”) for alleged wage and hour violations (the “Lawsuit”).

The Lawsuit is based on the following legal causes of action: (1) failure to pay minimum and straight time wages, (2) failure to pay all overtime wages, (3) meal period violations, (4) rest period violations, (5) paid sick leave violations, (6) untimely payment of wages, (7) wage statement violations, (8) waiting time penalties, (9) failure to indemnify employees for expenditures, (10) unfair competition, and (11) civil penalties under the Private Attorneys General Act (“PAGA”) (Labor Code §§ 2698 et seq.). Defendant denies all claims and maintains it has fully complied with the law.

Defendant’s records reflect you worked **[[Individual Workweeks]]** workweeks during the Class Period of November 30, 2020, through the date of Preliminary Approval, August 21, 2026 (or, at Defendant’s election, a shorter period based on total workweeks in the Class Period). Based on this information, your Individual Class Payment is estimated to be **\$[[Individual Class Payment]]** (less any applicable state and federal withholdings). The actual amount you may receive will likely be different and will depend on multiple factors, such as how many other individuals decide to opt out.

Additionally, Defendant’s records reflect you worked **[Insert Pay Periods]** during the PAGA Period of November 13, 2023 through the date of Preliminary Approval, August 21, 2026 (or, at Defendant’s election, a shorter period based on total workweeks in the Class Period). Based on this information, your Individual PAGA Payment is estimated to be **[\$Individual PAGA Payment]**. You may not opt out of the PAGA Settlement.

<u>YOUR OPTIONS</u>	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing, you will remain eligible to automatically receive an Individual Class Payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the settlement and release your claims in exchange for compensation.
OPT OUT	You may opt out of the Settlement by submitting a Request for Exclusion form. If you opt out, you may not object to the Settlement, you will not receive an Individual Class Payment, and you shall not be bound by the release provisions in the settlement. You may <u>not</u> opt out of the PAGA Settlement or seek exclusion from the PAGA Settlement and will be bound by the release provisions in the settlement.
OBJECT	You may object to the Settlement by submitting a written objection. If the Court grants final approval of the settlement despite your objection, you will remain eligible to automatically receive an Individual Class Payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the settlement.

The Court's final approval hearing is scheduled to take place on **[[Final Approval Hearing Date]]** at **[[Final Approval Hearing Time]]** in Dept. 60 of the San Diego Superior Court, located at 330 W. Broadway, California 92101. You do not have to attend but you do have the right to appear. ***For more information, please carefully read this notice.***

1. WHAT IS THE ACTION ABOUT?

The Class Representatives are former employees of Defendant. The Class Representatives alleged Defendant violated California labor and employment laws as follows: (1) failure to pay minimum and straight time wages, (2) failure to pay all overtime wages, (3) meal period violations, (4) rest period violations, (5) paid sick leave violations, (6) untimely payment of wages, (7) wage statement violations, (8) waiting time penalties, (9) failure to indemnify employees for expenditures, (10) unfair competition, and (11) civil penalties under the Private Attorneys General Act (Labor Code §§ 2698 et seq.). Plaintiffs are represented by [Ferraro Vega Employment Lawyers](#) and [Wilshire Law Firm](#) ("Class Counsel.")

Defendant denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT ARE THE PROPOSED SETTLEMENT TERMS?

At the Final Approval Hearing, the Class Representatives, through Class Counsel, will ask the Court to approve a Gross Settlement Amount of \$1,750,000.00 and authorize the following

payments from that amount: Service Payments to each Class Representative (\$10,000.00, each), totaling \$20,000.00, Attorneys' Fees in the amount of \$583,275.00, representing 33.33% of the Gross Settlement Amount, Litigation Costs (not to exceed \$20,000.00), the LWDA's 65% portion of the PAGA Payment (\$32,500.00), and Administration Expenses to be paid to the third-party settlement administrator (not to exceed \$17,000.00).

After the above deductions in amounts approved by the Court, the Administrator will calculate and distribute Individual Class Payments to Participating Class Members based on their Class Workweeks and Individual PAGA Payments based on their PAGA Pay Periods. 15% of each Individual Class Payment shall constitute taxable wages ("Wage Portion") and 85% shall constitute interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. If required by the Court as a condition to approval, Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. The Individual PAGA Payments are not subject to wage withholdings and will be reported on IRS 1099 Forms. Class Members and PAGA Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

You will be treated as a Participating Class Member, participating fully in the settlement, unless you submit a signed Request for Exclusion by **[[Response Deadline]]** THE "Response Deadline."

After the Judgment is final and Defendant has fully funded the settlement and separately paid all employer payroll taxes, Participating Class Members and PAGA Members will be legally barred from asserting any of the claims released under the settlement, as follows:

Release by Participating Class Members: All Participating Class Members release Released Parties from any and all claims, damages, and penalties alleged in the Operative Complaint and arising out of the facts in the Operative Complaint during the Class Period, including, without limitation, claims for: (1) failure to pay minimum and straight time wages, (2) failure to pay all overtime wages, (3) meal period violations, (4) rest period violations, (5) paid sick leave violations, (6) untimely payment of wages, (7) wage statement violations, (8) waiting time penalties, (9) failure to indemnify employees for expenditures, (10) unfair competition, and (11) civil penalties under the Private Attorneys General Act (Labor Code §§ 2698 et seq.). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts outside of the Operative Complaint or outside the Class Period.

Release by PAGA Members: All PAGA Members and the LWDA release Released Parties from, and are forever barred from pursuing such against Released Parties for, the PAGA claims alleged in and/or arising out of the facts alleged in the Operative Complaint during the PAGA Period, including, without limitation penalties predicated on the underlying alleged violations for: (1) failure to pay minimum and straight time wages, (2) failure to pay all overtime wages, (3) meal period violations, (4) rest period violations, (5) paid sick leave violations, (6) untimely payment of wages, (7) wage statement violations, (8) waiting time penalties, (9) failure to indemnify employees for expenditures, (10) unfair competition, and (11) civil penalties under the Private Attorneys General Act (Labor Code §§ 2698 et seq.).

3. HOW IS MY INDIVIDUAL CLASS PAYMENT CALCULATED?

The number of Class Workweeks you worked during the Class Period are stated on the first page of this Class Notice. The Administrator will calculate your Individual Class Payment by (1) dividing the Net Settlement Amount by the total number of Class Workweeks worked by all Participating Class Members, and then (2) multiplying the result by the number of Class Workweeks worked by each respective Participating Class Member. In other words, you will receive a proportional recovery based on your length of employment in relation to other Class Members.

4. HOW IS MY INDIVIDUAL PAGA PAYMENT CALCULATED?

The number of Pay Periods you worked during the PAGA Period are stated on the first page of this Class Notice. The Administrator will calculate your Individual PAGA Payment by (1) dividing the Net Settlement Amount by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period, and then (2) multiplying the results by the number of Pay Periods worked by each PAGA Member. In other words, you will receive a proportional recovery based on your length of employment in relation to other PAGA Members.

5. HOW CAN I CORRECT THE NUMBER OF CLASS WORKWEEKS AND/OR PAGA PAY PERIODS?

You have until the Response Deadline to correct or challenge the number of Class Workweeks and PAGA Pay Periods. You can submit your challenge by signing and sending a letter to the Administrator via mail or email to the Administrator at the following address:

Administrator:
CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Fax: (949) 419-3446
(833) 816-0845
<https://www.cptgroup.com/case-inquiry>

The Administrator will accept Defendant's calculation of Class Workweeks and PAGA Pay Periods as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you.

6. HOW WILL I GET PAID?

The Administrator will send, by U.S. mail, a single check to every Participating Class Member and PAGA Member following the Effective Date of this Settlement. Your check will be sent to the same address as this notice. If you change your address, notify the Administrator as soon as possible.

7. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Complete the attached Request for Exclusion form and mail or email it to the Administrator before the Response Deadline. If you opt-out, you will not receive an Individual Class Payment and you will not be bound by the Class Release. If you opt out of the Class Settlement by submitting a timely Request for Exclusion and are a PAGA Member, you will still receive your Individual PAGA Payment and be bound by the PAGA Release.

8. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement by submitting a written objection to the Administrator before the Response Deadline. To object, please provide a written statement to the Administrator advising what you object to, why you object, and any facts that support your objection. Please sign the objection and identify the Action and include your name, current address, telephone number, and your approximate dates of employment.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection.

9. CAN I ATTEND THE FINAL APPROVAL HEARING?

You may, but are not required to, attend the Final Approval Hearing on [\[\[Final Approval Hearing Date\]\]](#) at [\[\[Final Approval Hearing Time\]\]](#) in Dept. 60 of the San Diego County Superior Court, located at 333 W. Broadway, California 92101. At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to the LWDA, Class Counsel, the Class Representative(s), and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision.

It is possible the Court will reschedule the Final Approval Hearing. Please review the Court's online docket or contact the Administrator or Class Counsel to verify the date and time of the Final Approval Hearing if you believe it may have been continued or otherwise changed.

10. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the following website [\[\[website\]\]](#). You can also telephone or send an email to Class Counsel at the address below:

Class Counsel

Nicholas J. Ferraro (State Bar No. 306528)
Lauren N. Vega (State Bar No. 306525)
Elyssa Martinez (State Bar No. 355589)
Ferraro Vega Employment Lawyers, Inc.
3333 Camino del Rio South, Suite 300

San Diego, California 92108
Tel: (619) 693-7727
classactions@ferrarovega.com
ferrarovega.com

Wilshire Law Firm
Attn: Tyler J. Woods and James Yoo
660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017
Tel: (213) 329-7576
www.wilshirelawfirm.com

11. WHAT IF I LOSE MY SETTLEMENT CHECK OR FAIL TO CASH IT?

If you lose or misplace your settlement check, the Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is already void or you have otherwise failed to cash it, it will be provided to the State of California's Unclaimed Property Division in your name. For more information, please review how to process a claim for your funds with the State of California, https://www.sco.ca.gov/upd_form_claim.html.

**DO NOT CONTACT THE COURT OR THE COURT CLERK TO OBTAIN
INFORMATION ABOUT THE SETTLEMENT**

Attachment B

Request for Exclusion Form

Request for Exclusion Form

Cherie Geissler, et al. v. Grand Pacific Hotel Services, L.P. et al.
Superior Court of the State of California for the County of San Diego
Case No. 225CU015651C

By signing and returning this form, I confirm that I do not want to be included in the Settlement or receive a settlement check in the class action lawsuit referenced above.

I understand that by opting out, I am giving up my right to receive any payments in this Settlement. To “opt out,” this form must be postmarked no later than **[[Response Deadline]]** and mailed via U.S. Mail to the following address:

CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Fax: (949) 419-3446
(833) 816-0845

<https://www.cptgroup.com/case-inquiry>

I confirm I have reviewed the Notice of Class Action Settlement. I have decided to be excluded from the class and **not** participate in the proposed settlement or receive an individual settlement check I am otherwise entitled to receive.

Dated: _____

(Signature)

(Last Four Digits of SSN)

(Type or print name and former name(s))

(Telephone Number)

(Address)

EXHIBIT 2



Jennifer Steele <jennifer.steele@ferrarovega.com>

Thank you for your Proposed Settlement Submission

no-reply@formassembly.com <no-reply@formassembly.com>
To: lwda@ferrarovega.com

Wed, Jul 1, 2026 at 11:26 AM

07/01/2026 11:26:03 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 07/01/2026 11:26:03 AM your Proposed Settlement was successfully processed for case number LWDA-CM-1087146-25

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

--

Sent to: lwda@ferrarovega.com

EXHIBIT 3

FERRARO VEGA

SAN DIEGO EMPLOYMENT LAWYERS

Nicholas J. Ferraro
nick@ferrarovega.com
Lauren N. Vega
lauren@ferrarovega.com

ATTORNEYS AT LAW
3333 Camino del Rio South, Suite 300
San Diego, California 92108

619-693-7727
619-350-6855 fax
ferrarovega.com

March 19, 2025

NOTICE OF LABOR CODE VIOLATIONS CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.*

VIA CERTIFIED U.S. MAIL
- Electronic Return Receipt -

**GRAND PACIFIC HOTEL
SERVICES, L.P.**
5900 Pasteur Ct. Ste. 200
Carlsbad, California 92008

**GRAND PACIFIC RESORTS,
INC.** 5900 Pasteur Ct. Ste. 200
Carlsbad, California 92008

AZUL HOSPITALITY GROUP, LLC
800 W Ivy Std. D
San Diego, California 92101

**MARRIOTT INTERNATIONAL,
INC.**
7750 Wisconsin Avenue
Bethesda, Maryland 20814

- PAGA Notice & Filing Fee -
Submitted electronically to the Labor and
Workforce Development Agency

Dear LWDA Officer and Company Representatives:

This letter serves as written notice under Labor Code section 2699.3 on behalf of **CHERIE GEISSLER** (“Plaintiff(s)”) and all other “aggrieved employees” of the following “Defendant(s)”:

GRAND PACIFIC HOTEL SERVICES, L.P.
dba The Westin Carlsbad Resort and Spa and Sheraton Carlsbad Resort & Spa;
GRAND PACIFIC RESORTS, INC.;
AZUL HOSPITALITY GROUP, LLC
MARRIOTT INTERNATIONAL, INC.

Defendant(s) shall mean and include the foregoing in addition to any other related employer entities, individuals under Labor Code sections 558 and 558.1, and all others who may be later added upon further investigation and discovery as liable employers.

This office serves as legal counsel for Plaintiff. If the California Labor and Workforce Development Agency (“LWDA”) does not investigate the facts, allegations, and violations set forth in this notice within the statutorily prescribed 65-day period under Labor Code section 2699.3, Plaintiff intends to commence a civil action against Defendants as a proxy and agent of the State of California under the Private Attorneys General Act (“PAGA”). “PAGA allows an ‘aggrieved employee’—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer.” *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 751; *Kim v. Reins International California, Inc.* (2020) 9 Cal.5th 73, 79. Plaintiff maintains standing to pursue these claims against Defendants as an aggrieved employee.

Through this notice, Plaintiff requests that Defendants complete an internal investigation and audit of the wage and hour and employment practices at issue and make a good faith effort to correct any violations. Plaintiff attempts to identify the non-compliant policies and practices affecting the aggrieved employees so that the parties may resolve the underlying damages and penalties in judgment or settlement approved by the Superior Court of California under Labor Code section 2699(s). Defendants are notified that any attempt to resolve this case should be conducted in coordination with Plaintiff’s counsel to protect the interests of Plaintiff, the aggrieved employees, and the State of California via the LWDA. Plaintiff advises Defendants this letter should be also considered a reasonable attempt at settlement of this matter, subject to an exchange of additional documents and information. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal.4th 553, 561.

- BACKGROUND -

Defendants employed Plaintiff during the PAGA Period in the position of Front Desk Associate from about September 20, 2024 to the Present. During their employment Plaintiff and the other aggrieved employees were subject to the wage and hour and employment protections set forth in the California Labor Code and IWC Wage Orders.

Through this notice, Plaintiff informs the LWDA of the Labor Code violations set forth herein. The “aggrieved employees” include Plaintiff and the following individuals:

All current and former non-exempt employees who worked for Defendants in the State of California during one-year period preceding the date of this notice through the current date and the date of trial in any pending action (the “aggrieved employees” and the “PAGA Period”).

Plaintiff reserves the right to expand or narrow the definition of the “aggrieved employees” in the forthcoming civil action. Furthermore, Plaintiff seeks all recoverable civil penalties for Defendants’ violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered.

- PAGA CLAIMS --

Unpaid Paid Sick Leave

Violation of Labor Code §§ 246 through 248.7

Defendants violated Labor Code sections 246 through 248.7 with respect to the aggrieved employees.

Labor Code section 246 requires employers to provide paid sick leave to its workforce on the terms set forth in the statute. Employers must comply with the accrual, use, and notice provisions of Labor Code sections 246, 246.5, 247, and must further ensure that they maintain the paid sick leave records required by Labor Code section 247.5. Employers have the option of providing 40 hours of paid sick leave to employees or to allow employees to accrue paid sick leave each pay period. If an employer chooses the accrual method, employees must accrue sick leave at a rate of one hour for every thirty hours worked in a given pay period as set forth in Labor Code section 246(b)(1). Under the accrual method, employees must begin accruing paid sick leave at the commencement of employment.

Employers must pay sick leave in accordance with one of the three permissible methods provided in Labor Code section 246(l): (1) “the same manner as the regular rate of pay for the workweek;” (2) “by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days;” or (3) “for exempt employee ... in the same manner as the employer calculates wages for other forms of paid leave time.” Labor Code sections 248.6 and 248.7 similarly require paid sick leave to be paid at a regular rate-based calculation in excess of the base hourly rate and at the lawful accrual rate.

Under Labor Code section 246(i), employers must provide employees “with written notice of the amount of paid sick leave available ... for use on either the employee’s itemized wage statement ... or in a separate writing provided on the designated pay date with the employee’s payment of wages.”

Defendants failed to comply with California’s paid sick leave laws with respect to the aggrieved employees. Specifically, Defendants failed to pay sick leave at the lawful statutory rate, inclusive of all earnings as required by the Labor Code. Plaintiff and the aggrieved employees earned reoccurring incentive payments for signing guests up for Marriot Bonvoy membership and selling upgrades, like room upgrades, and more which Defendants failed to include in the calculation of sick pay when earned in the same pay period.

An illustrative example of this regular rate of pay violation appears in Plaintiff’s wage statement below:

Earnings Statement			GEISSLER, CHERIE ANN			
			Company: 0CK34 - GRAND PACIFIC HOTEL SERVICES			
Pay Date:	02/14/2025	LP	Emp #: A84H			
Period Start:	01/26/2025	5900 PASTEUR COURT 200	Dept: 465210 - Westin Front Desk			
Period End:	02/08/2025	CARLSBAD CA 92008 (760) 431-8500	Pay Basis: Hourly			
			Rate	Hours/Units	Current Period	Year To Date
Earnings						
Regular			19.00	37.21	706.99	3048.36
Sick			19.00	16.00	304.00	608.00
Incentive					372.00	435.80
Sign on Bonus					0.00	250.00
Gross				53.21	1382.99	4342.16

Extract from Plaintiff's wage statement for the pay period from 1/25/2025 to 2/8/2025 showing that Plaintiff earned an incentive in the same period Plaintiff was paid sick leave.

Here, Plaintiff earned an "Incentive" payment of \$372 in the same pay period she earned 16 hours of paid sick leave, however Plaintiff's sick leave was paid at Plaintiff's base rate of \$19.00. Defendants failed to factor in all additional non-excludable remuneration, including incentive pay, into the regular rate of pay calculation for the purposes of paid sick leave, instead electing to pay these hours at an insufficient rate.

The failure to calculate and pay paid sick leave at one of the lawful rates set forth in Labor Code § 246(l)(1)-(3) and 247 *et seq.* was applied as a matter of common policy and practice to aggrieved employees in those periods where they earned additional payments, non-discretionary bonuses, or other forms of non-excludable remuneration and also received paid sick leave.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Overtime **Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders**

Defendants violated Labor Code sections 510, 1194, and 1198, along with the "Hours and Days of Work" sections of the applicable IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 510 requires "[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee;" and "any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee;" and "any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee." Labor Code section 1194 renders it unlawful for an employee to receive less than the legal overtime rate for overtime hours worked in California. Labor Code section 1198

renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful. The IWC Wage Orders further require payment of overtime wages for all overtime hours worked, including the “Hours and Days of Work” sections.

Similarly, on information and belief, Defendants failed to pay overtime at the regular rate of pay. Plaintiff and the aggrieved employees earned non-discretionary bonuses, incentives, and other forms of non-excludable remuneration which Defendants failed to include in the overtime rate.

For each overtime hour worked during the period in which Plaintiff and the aggrieved employees earned the additional forms of remuneration, Defendants should have (but failed to) pay overtime “at a rate no less than one and one-half times the regular rate of pay for an employee” and “twice the regular rate of pay” for double time hours as required by the plain language of Labor Code section 510(a) and the IWC Wage Orders.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code

Unpaid Meal Period Premium Wages
Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders

Defendants violated Labor Code sections 226.7, 512, and 1198, along with the related sections of the IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 512 and the IWC Wage Orders require that employers provide an uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work. *See Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, 1049. Labor Code section 226.7 requires that if a meal period is late, missed, short, or interrupted, the employer must pay one additional hour of pay at the employee’s “regular rate” of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 862 (“We hold that the terms are synonymous: “regular rate of compensation” under section 226.7(c), like “regular rate of pay” under section 510(a), encompasses all nondiscretionary payments, not just hourly wages”). “[T]ime records showing noncompliant meal periods raise a rebuttable presumption of meal period violations, including at the summary judgment stage.” *Donohue v. AMN Services, LLC* (2021) 11 Cal. 5th 58, 61. Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful. The IWC Wage Orders, including Section 11 (Meal Periods), further require one uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work and an additional hour of pay at the employee’s regular rate of compensation for each workday that a compliant meal period is not provided. Pursuant to Section 11(A) of the IWC Wage Orders, the California Supreme Court has held that the on-duty meal period exception

is “exceedingly narrow” and applies only when (1) “the nature of the work prevents the employee from being relieved of all duty” and (2) *both* “the employer and employee have agreed, in writing, to the on-duty meal period.” *Augustus v. AMB Security Services, Inc.* (2016) 2 Cal. 5th 257, 266-276 (emphasis added). If these two requirements are not met, then the employer owes the employee one hour of premium pay for each non-compliant meal period taken under the purported on-duty meal arrangement. *Naranjo v. Spectrum Security Services, Inc.* (2019) 40 Cal. 5th 444, 459.

First, Plaintiff and other aggrieved employees routinely experienced missed, late, short, and interrupted meal periods due to the high demands of the job and high guest demands. Thus, Plaintiff and the aggrieved employees often missed or otherwise experienced non-compliant meal periods.

Each time Plaintiff and the aggrieved employees worked through their meal period or otherwise experienced a non-compliant meal period, Plaintiff and the aggrieved employees were owed a meal period premium. As a matter of common practice, Defendants failed to pay all owed meal period premiums to Plaintiff and the aggrieved employees.

To the extent Plaintiff and the aggrieved employees received a meal period premium in the same pay period they earned incentives or other non-excludable remuneration, based on Defendants’ failure to pay all overtime at the regular rate of pay as discussed in the above section, Plaintiff believes and alleges Defendants failed to pay meal period premiums at the regular rate of pay.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Rest Period Premium Wages **Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders**

Defendants violated Labor Code sections 226.7, 516, and 1198, and the related sections of the IWC Wage Orders with respect to Plaintiff and the aggrieved employees.

Labor Code sections 226.7 and 516 and the IWC Wage Orders require that employers authorize and permit an uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) that an employee works. Labor Code section 226.7 requires that if a rest period is non-compliant, the employer must pay one additional hour of pay at the employee’s “regular rate” of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 862 (“We hold that the terms are synonymous: “regular rate of compensation” under section 226.7(c), like “regular rate of pay” under section 510(a), encompasses all nondiscretionary payments, not just hourly wages”). Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful. The IWC Wage Orders,

including Section 12 (Rest Periods), further require one uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) worked and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant rest period is not authorized or permitted.

Defendants failed to provide all rest periods to which employees were entitled and failed to pay rest period premiums to Plaintiff and other aggrieved employees. Plaintiff and other aggrieved employees were rarely, if at all, authorized or permitted to take all their rest periods. Each time Plaintiff and the aggrieved employees experienced a noncompliant rest period, they were owed a rest period premium at the lawful rate. However, as a matter of policy and practice, Defendants failed to pay Plaintiff and other aggrieved employees a rest period premium at the lawful rate of pay.

To the extent Defendants ever paid a rest period premium, Defendants violated Labor Code section 226.7 because such premiums were not paid at the regular rate of compensation to aggrieved employees, which would have factored in all additional non-excludable remuneration including commissions into the premium rate.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages During Employment **Violation of Labor Code §§ 204, 204b, 210**

Defendants violated Labor Code sections 204 and/or 204b and 210, as applicable, with respect to Plaintiff and the aggrieved employees.

Labor Code section 204(a) requires payment of "all wages" for non-exempt employees at least twice each calendar month. Labor Code section 204(d) states all wages due must be paid "not more than seven calendar days following the close of the payroll period." Labor Code section 204b applies to employees paid on a weekly basis and also requires the payment for all labor within the required pay periods. Labor Code section 210 provides "every person who fails to pay the wages of an employee as provided in Section ... 204 ... shall be subject to a civil penalty" of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Because Defendants failed to pay all wages and premiums in each pay period in which such wages were earned at the lawful rate, Defendants violated Labor Code section 204 and/or 204b (for weekly employees, as applicable). Defendants violated Labor Code sections 204 and 204b by failing to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar days of the close of the payroll period, as a result of the policies and practices set forth in this notice, in particular the failure to pay sick leave at the regular rate of pay.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages Upon Separation of Employment
Violation of Labor Code §§ 201, 202, 203, 256

Defendants violated Labor Code sections 201, 202, and 203 with respect to the aggrieved employees by failing to pay all wages and premiums owed upon termination of employment.

Labor Code section 201 requires that if an employer fires an employee, the wages must be paid immediately. Labor Code section 202 requires that if an employee quits without providing 72 hours' notice, his or her wages must be paid no later than 72 hours thereafter. Labor Code section 202 states that if an employee provides 72 hours' notice, the final wages are payable upon his or her final day of employment. Labor Code section 203 requires an employer who fails to comply with Labor Code sections 201 or 202 to pay a waiting time penalty for each employee, up to a period of 30 days additional compensation.

Defendants failed to pay all wages and premiums owed to aggrieved employees during their employment as set forth in this notice, and also failed to timely pay those amounts to departing employees upon separation of employment. Defendants did not pay waiting time penalties for the late payments. As a result, Defendants violated Labor Code sections 201, 202, and 203.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Non-Compliant Wage Statements
Violation of Labor Code §§ 226, 226.3

Defendants violated Labor Code sections 226(a) and 226.3 with respect to the aggrieved employees by failing to furnish itemized wage statements each pay period that accurately list all information required by Labor Code section 226(a)(1) through (9).

Labor Code section 226(a) requires an employer to furnish wage statements to employees semimonthly or at the time of each payment of wages, "an accurate itemized statement in writing showing:" (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and applicable piece-rate in effect, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or an EIN, (8) the name and address of the legal name of the employer, and (9) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee.

Defendants failed to provide accurate itemized wage statements to the aggrieved employees each pay period as a result of the policies and practices set forth in this notice. Defendants violated Labor Code section 226(a)(1) and (5) by not listing the correct “gross wages earned” or “net wages earned,” as the employees earned wages and premiums that were not paid, resulting in an inaccurate reflection, and recording of “gross wages earned” on those wage statements. Likewise, in violation of Labor Code section 226(a)(9), Defendants failed to state on employee wage statements each pay period the applicable hourly rates in effect and the number of hours worked at that rate, as Defendants failed to pay all wages and premiums owed to employees. The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the pay stub.

Plaintiff and other aggrieved employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiff and other aggrieved employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments of employee wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Failure to Maintain Accurate Records
Violation of Labor Code § 1174; IWC Wage Orders

Defendants violated Labor Code sections 1174 and the IWC Wage Orders by failing to maintain accurate employee payroll records with respect to Plaintiff and other aggrieved employees.

Labor Code section 1174 requires that employers maintain accurate “payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments.” Section 7(A) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, mandates similar recordkeeping obligations.

Because of the policies and practices set forth in this notice, including the failure to accurately account for wages earned or hours worked, Defendants failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Attorneys' Fees and Costs
Labor Code § 2699(k)(1)

Plaintiff has been compelled to retain the services of counsel to protect the interests of other aggrieved employees and the State of California. Plaintiff continues to incur attorneys' fees and costs, which are recoverable under California law, including Labor Code section 2699(k)(1).

- LITIGATION HOLD NOTICE -

This letter imposes a duty upon all defendants and their respective employees, officers, directors, executives, attorneys, human resource and payroll personnel, accountants, and other agents to preserve all physical and electronic evidence, including electronically stored information and emails, which relate to the employment of Plaintiff and the aggrieved employees specified in this notice. Evidence includes, but is not limited to, Defendants' written employment and payroll policies and handbooks; the aggrieved employees' personnel files and payroll records, such as paystubs, time records, wage statements, compensation reports, as well as the underlying electronically data in Excel or similar format. Memoranda and internal and external correspondence relating to the subject matter of this notice shall also be maintained. Failure to preserve and retain relevant evidence may constitute spoliation of evidence and result in an adverse inference or sanctions.

If you have any questions regarding the scope of your obligations to preserve evidence, please consult your legal counsel and always err on the side of caution. Periodic or regularly scheduled purges or deletions of information covered by this hold must be suspended immediately.

- CONCLUSION -

If the LWDA does not pursue enforcement, Plaintiff intends to bring representative claims on behalf of the State of California and the aggrieved employees seeking civil penalties for violations of the Labor Code and the IWC Wage Orders, along with attorneys' fees, costs, interest, and other appropriate relief.

Please advise if the LWDA intends to investigate any of the factual or legal allegations set forth in this notice. Defendants may contact Plaintiff's counsel with any questions regarding this letter or the forthcoming lawsuit.

Sincerely,

A handwritten signature in black ink that reads "Elyssa Martinez". The script is cursive and fluid, with the first name "Elyssa" and last name "Martinez" clearly distinguishable.

Elyssa Martinez

/jg/

Cc Plaintiff Cherie Geissler
HR Representative:
GPR.HR@gpresorts.com

EXHIBIT 4

CASE NAME: GEISSLER v GRAND PACIFIC

Requesting Legal Assistant: Gerry Fasquelle
Plaintiff or Defense: Plaintiff
Firm Name: Ferraro Vega
Telephone: (619) 613-1653
Email: gerry@ferrarovega.com

Date: February 4, 2026
Prepared By: Dominique Fite
 50 Corporate Park, Irvine CA 92606
 Dfite@CPTGroup.com
Direct Number: (619) 613-1653
Main Number: (800) 542-0900

PROJECT ASSUMPTIONS & ADMINISTRATIVE COSTS

Class Size: 1,365 Opt-Out Filing Rate: 1.5% No. of Checks Issued: 1,345 Language Translation Services: No Settlement Website: No Notice Procedures: Mail	Undeliverable Mail Rate: 10% Payment Option: Check Unclaimed Funds: SCO Postage Total: \$2,174.65 Grand Total: \$20,967.19 CPT'S DISCOUNTED FEE: * \$14,500.00
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The services and numbers reflected herein are estimates based on the information provided by counsel at the time of this Bid. If the actual services and numbers are different, our cost estimate will change accordingly. Client expressly acknowledges and agrees that estimated fees and costs may fluctuate and agrees to pay for any such increases to such estimates as if set forth herein.

The attached Terms and Conditions are included as part of and incorporated by reference to our cost proposal. By accepting our cost proposal for this matter, you are thereby agreeing to the Terms and Conditions.

*CPT's discounted fee applies to the administration of up to 1,365 class members.

CASE SETUP

After receiving the data, CPT will scrub all records to eliminate duplicates and anomalies; this process is designed to achieve a higher success percentage in delivering the Class Notice. Each Class Member will receive a unique mailing ID that will be utilized for all administrative purposes.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	7	\$665.00
Programming: Data Base Setup	\$150.00	7	\$1,050.00
Sub Total:			\$1,715.00

DIRECT MAIL NOTIFICATION

CPT will perform an address update via NCOA and, if necessary, conduct an additional skip trace in order to ensure that mail is delivered to the most current address possible. A detailed notice and a one-page opt-out form will be mailed in English.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Format Documents	\$95.00	2	\$190.00
National Change of Address Search (NCOA)	\$135.00	1	\$135.00
XML Lex ID Skip Trace	\$0.85	137	\$116.45
Print & Mail Notice Packets	\$1.00	1,365	\$1,365.00
First-Class Postage (up to 1 oz.)*	\$0.74	1,365	\$1,010.10
Sub Total:			\$2,816.55

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

PROCESS RETURNED UNDELIVERABLE MAIL

According to CPT's historical data, 10% of the notices are returned as undeliverable. Upon notification from USPS, CPT performs a skip trace to locate a current address. Typically, 70% of the undeliverable notice packets are eligible for re mailing with an updated address.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	\$60.00	3	\$180.00
Update Undeliverable Mail Database	\$0.50	137	\$68.50
Skip Trace for Best Address	\$1.00	122	\$122.00
Print & Remail Notice Packets	\$1.00	96	\$96.00
First-Class Postage (up to 1 oz.)	\$0.74	96	\$71.04
Sub Total:			\$537.54

OPT-OUT PROCESSING

CPT will thoroughly examine the submissions to identify and remove any duplicates, fraudulent responses, or otherwise invalid submissions. CPT will process and verify opt-outs, objections, and other responses submitted by class members. Deficient responses will be sent a follow-up notice, offering the class member a chance to cure.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: De-duplication/Scrubbing	\$150.00	6	\$900.00
Project Manager: Validate Opt-Outs	\$95.00	1	\$95.00
Clerical Staff	\$60.00	1	\$60.00
Opt-Out Processing	\$2.50	20	\$51.19
Print & Mail Deficiency/Dispute Notices	\$1.50	2	\$3.00
First-Class Postage (up to 1 oz.)	\$0.74	2	\$1.48
Review & Process Deficiency Responses	\$10.00	1	\$10.00
Sub Total:			\$1,120.67

CLASS MEMBER SUPPORT

CPT will establish a dedicated case email and toll-free telephone number equipped with interactive voice response (IVR) capabilities and live customer support representatives. Live support will be available during regular business hours, Monday to Friday, 9:00 AM to 5:30 PM, Pacific Time (PT). The dedicated case phone number shall be operational for a maximum of 120 days following the disbursement.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	\$150.00	2	\$300.00
Live Call Center Support Reps.	\$3.00	273	\$819.00
Dedicated Case Email Address	\$150.00	2	\$300.00
Sub Total:			\$1,419.00

SSN VERIFICATION

Authenticate Social Security Number for validity using IRS verification processes and/or IRS backup withholding processes.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.10	1,345	\$134.45
Sub Total:			\$569.45

DISTRIBUTION SERVICES

CPT will establish a 26 CFR § 1.468B-1 compliant Qualified Settlement Fund (QSF). Upon Final Approval, CPT will perform the required settlement payment calculations, and once approved by the parties, CPT will issue a (MICR) check to all eligible claimants. CPT will also issue an IRS Form 1099 and/or IRS Form W-2 when applicable. CPT utilizes the bank's Payee Positive Pay to prevent check fraud and performs monthly account reconciliations for the QSF bank account. Undeliverable checks are skip-traced to obtain a current address and are remailed accordingly. Requests for check reissues will be processed throughout the check-cashing period. CPT's administration of the QSF will continue for a maximum duration of one year following the initial distribution of funds.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	3	\$450.00
Project Supervisor: Review of Distribution	\$150.00	3	\$450.00
Project Manager: Correspondence w/Parties	\$95.00	2	\$190.00
Programming: Setup & Printing of Checks	\$150.00	4	\$600.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Print & Mail Notice, Checks & W2/1099	\$2.50	1,345	\$3,361.31
First-Class Postage (up to 1 oz.)	\$0.74	1,345	\$994.95
Project Supervisor: Account Reconciliation	\$150.00	12	\$1,800.00
Update Undeliverable Checks Database	\$0.50	67	\$33.61
Skip Trace for Best Address	\$1.00	67	\$67.23
Remail Undeliverable Checks	\$2.50	61	\$152.50
First-Class Postage (up to 1 oz.)	\$0.74	61	\$45.14
Re-Issue Checks as Required	\$5.00	54	\$270.00
First-Class Postage (up to 1 oz.)	\$0.74	54	\$39.96
Sub Total:			\$8,904.70

TAX REPORTING & SETTLEMENT CONCLUSION

CPT prepares annual tax reporting on behalf of the QSF and Federal and State taxes in accordance with current state and federal regulations. All parties will be furnished with weekly and final reports. A declaration attesting to due process will be provided to all parties.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	2	\$300.00
Project Supervisor: Final Declaration	\$150.00	2	\$300.00
Project Manager: Account Files Sent to Atty	\$95.00	2	\$190.00
CA Tax Preparation*	\$600.00	1	\$600.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
Sub Total:			\$3,040.00

*CPT will file Federal and California taxes in accordance with current state and federal regulations. Additional charges will apply if the Settlement/Order/parties require(s) multiple state tax filings.

SCO ESCHEATMENT PROCESSING

Escheatment Processing to the State Controller Unclaimed Property Division / Uncashed Check Rate 21%			
ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
UPEnterprise Reporting Services	\$0.15	282	\$42.30
Project Manager: Reporting & Remittance	\$95.00	2	\$190.00
Project Supervisor: Review of Report	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$11.98	1	\$11.98
Add'l Account Recons	\$150.00	3	\$450.00
Sub Total:			\$844.28

Total Administration Costs: \$20,967.19

Courtesy Discount: -\$6,467.19

CPT'S DISCOUNTED FLAT FEE: \$14,500.00

TERMS AND CONDITIONS

These Terms and Conditions (“**Terms and Conditions**”) are made a part of, and incorporated by reference into, any Bid presented by CPT Group, Inc. (“**CPT**”) to Client. Each of Client and CPT is a “**Party**” to this Agreement, and collectively, the “**Parties**”.

1. Definitions.

- a) “**Affiliate**” means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with another party.
 - b) “**Agreement**” means these Terms and Conditions and the Bid.
 - c) “**Applicable Laws**” means all applicable local, state and federal laws, ordinances, rules and regulations.
 - d) “**Approved Bank**” means any financial institution that is insured by the Federal Deposit Insurance Corporation.
 - e) “**Bid**” means a proposal, statement of work, order form, and/or schedule for Services (including any and all addendums, exhibits, or amendments thereto) provided by CPT to Client.
 - f) “**Case**” means the case referred to in the attached Bid and/or the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the caption of the applicable Court Order.
 - g) “**Class**” means Members and putative Members collectively.
 - h) “**Client**” means the party or parties engaging CPT for Services as set forth in the Bid, namely Plaintiff Counsel and/or Defense Counsel.
 - i) “**Confidential Information**” means any non-public information of CPT or Client disclosed by either Party to the other Party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other Party may have access, which a reasonable person would consider confidential and/or which is marked “confidential” or “proprietary” or some similar designation by the disclosing Party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain items. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient’s prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
 - j) “**Court Order**” means a legal command or direction issued by a court, judicial office, or applicable administrative body requiring one or more Parties To The Case to carry out a legal obligation pursuant to the Case.
 - k) “**Defendant**” means the named Party and/or Parties in the Case against whom action is brought.
 - l) “**Defense Counsel**” means the attorney(s) of record for the Defendant(s) in the Case.
 - m) “**Intellectual Property Right**” means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.
 - n) “**Member**” means an individual who is eligible under the Case or Class to receive a communication about their pending legal rights under the matter and/or designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons or other parties in the representative action so designated or addressed therein.
 - o) “**Member Content**” means all Member written document communications relating to the Case, including claim forms, opt-out forms, and/or objections, which may contain Member Data.
 - p) “**Member Data**” means proprietary or personal data regarding Members under this Agreement.
 - q) “**Parties To The Case**” shall mean collectively Defendant(s) and Plaintiff(s) as defined in the Settlement Agreement or Court Order.
 - r) “**Plaintiff**” means the named party and/or parties in the Case who are bringing the action.
 - s) “**Plaintiff Counsel**” means the attorney(s) of record for Plaintiff(s) in the Case, and/or upon certification by the Court the attorney(s) of record designated to represent the Class.
 - t) “**Products**” means any and all CPT Services and work product resulting from Services.
 - u) “**Qualified Settlement Fund**” or “**QSF**” means a bank account established pursuant to U.S. Department of Treasury Regulations §1468B-1.
 - v) “**Service**” means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Members; (ii) setting up a QSF with an Approved Bank; (iii) management of disbursement of funds from the QSF to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.
 - w) “**Settlement Agreement**” means the contract between Parties To The Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Members.
 - x) “**Settlement Amount**” means the total dollar amount agreed to between Parties To The Case to resolve the Case to mutual satisfaction.
 - y) “**Software**” means any and all of CPT’s software applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
 - z) “**Transmission Methods**” means the secure authorized manner to send Member Data and/or Wire Information as specified on a schedule or exhibit hereto.
 - aa) “**Term**” means the period commencing on the date set forth on the Bid and continuing until the date of final judgment (if a settlement) or upon completion of all Services as set forth in the Bid.
 - bb) “**Wire Information**” means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.
2. Client Obligations. Client will ensure that it has obtained all necessary consents and approvals for CPT to access and use Member Data for the purposes permitted under this Agreement and shall only transmit Member Data and/or Wire Information to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Member Data provided under this Agreement. Client further warrants that any Member Data, Wire Information, or other content, data, materials or information it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disabling codes which could adversely affect Member Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.
3. CPT Obligations. CPT will (i) maintain appropriate safeguards designed to protect Member Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Member Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Parties To The Case, Members, Plaintiff Counsel or Defense Counsel as applicable.
4. Security. Client and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any Member Data in its possession or control under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such Member Data; (c) protect against unauthorized access to or use of such Member Data that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such Member Data in connection with its disposal.
- a) Incident Notification. In the event a Party discovers that Member Data relating to the Case is the subject of (i) any unauthorized acquisition, loss, access or use and/or (ii) an actual or suspected breach concerning such Party’s systems (items (i) and/or (ii) a “**Security Incident**”), or a Party has a reasonable belief that a Security Incident has occurred or is at risk of occurring, such Party will promptly but no later than forty-eight (48) hours of its discovery of such circumstances, inform the other Parties in the event of such Security Incident, and shall utilize best efforts to assist the other Parties to mitigate the effects of such Security Incident.
 - b) Response Procedures. In the event of a Security Incident, the breached party shall (i) cooperate with any reasonable investigation concerning the Security Incident by the other Parties, regulators and/or law enforcement; and (ii) cooperate with the other Parties to comply with Applicable Laws concerning such Security Incident, including any notification to affected individuals. The Parties acknowledge that the breached party in any Security Incident shall be the Party responsible for

- any and all remedies and costs under Applicable Laws concerning such Security Incident, unless such breach occurred due to another Party's actions hereunder, in which instance such party shall be comparatively responsible for all remedies and costs. In no event will any Party serve notice or otherwise publicize a Security Incident without the prior written consent of the other Parties. The Parties shall reasonably cooperate and coordinate with each other to respond to the Security Incident, including with regard to the content of notification to affected individuals.
6. **Qualified Settlement Fund Account.** When the Case has a Settlement Amount CPT shall be authorized to establish one or more QSF bank accounts at an Approved Bank if and as applicable to the Services as set forth in the Bid. The amounts held at the Approved Bank under this Agreement are at the sole risk of Defendant. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.
 7. **Fees and Payment.** Pricing for Services is as stated on the Bid, and Client agrees to pay CPT in the amounts set forth on the Bid. Client will be invoiced per the schedule set forth in the Bid, and payment of fees will be due within 30 days after the date of the invoice, except where the Bid or terms of the Settlement Agreement or Court Order expressly prescribes other payment dates. All fees set forth in a Bid are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% per month (or the highest rate allowable by law, whichever is lower) on the outstanding balance from the date due until the date of actual payment, which such late charge(s) may be charged against the QSF account if incurred in connection with Services provided pursuant to administration of a settlement. In addition, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation. In connection with CPT's administration of a QSF, unless otherwise stated in the Settlement Agreement or Court Order concerning disbursement of unclaimed funds in the QSF account, CPT reserves the right, after one (1) year of issuance of disbursements to Members, to classify any remaining balance in such QSF account as additional administrative fees payable to CPT until such time as the QSF account balance becomes zero (\$0.00), and thereafter close such account. Client is aware that CPT may receive financial benefits, including discounts on certain banking services and competition for services that ensure eligibility for FDIC deposit insurance or in connection with the establishment of QSF accounts. Client agrees that any such financial benefit may be retained by CPT as additional compensation for CPT's services.
 8. **Term and Termination.**
 - a) **Term.** The Term is set forth in the Bid. The Agreement may be renewed by mutual written agreement of the parties.
 - b) **Termination for Cause.** Either Party may immediately terminate this Agreement if the other Party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching Party's receipt of written notice describing the breach in reasonable detail.
 - c) **Bankruptcy Events.** A Party may immediately terminate this Agreement if the other Party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
 - d) **Effect of Termination.** Immediately following termination of this Agreement, upon written request, Member Data may be retrieved via the secure FTP site in the same format in which the Member Data was originally input into the Software, at no additional charge. Alternatively, Member Data can be returned in a mutually agreed format at a scope and price to be agreed upon. CPT will maintain a copy of Member Data and Member Content for no more than four (4) years following the date of the final check cashing deadline for Members under the Settlement Agreement, after which time any Member Data and Member Content not retrieved will be destroyed.
 - e) **Final Payment.** If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination," Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.
 9. **Confidentiality.** Each Party agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such Party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such Party uses to protect its own confidential information; provided, however, that such Party shall use at least reasonable care. These obligations shall survive termination of this Agreement.
 - a) **Compelled Disclosure.** If receiving Party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such Party shall (i) promptly notify the other Party, (ii) reasonably cooperate with the other Party in such Party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each Party is advised by its counsel in writing is legally required to be disclosed.
 - b) **Remedies.** If either Party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other Party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as monetary damages.
 10. **Intellectual Property.** CPT retains all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. CPT does not claim any ownership rights to Member Data.
 11. **Indemnification.** Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, "**Covered CPT Parties**") from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "**Damages**") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Member Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.
 12. **Warranties.** Each Party represents and warrants to the other Party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such Party; (iii) the Agreement is a legally valid and binding obligation of such Party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE
 13. **Liability.**
 - a) **Liability Cap.** EXCEPT FOR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL FEES PAID OR PAYABLE BY CLIENT AND/OR THE PARTIES TO THE CASE TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.
 - b) **Exclusion of Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT,

REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Communications. CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.
15. Miscellaneous Provisions.
 - a) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.
 - b) Force Majeure. Neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such Party's reasonable control, provided that the delayed Party: (i) gives the other Party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
 - c) Counterparts. This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
 - d) Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the Parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.
 - e) Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by the Parties.
 - f) Assignment. Neither Party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other Party's prior written consent; provided, however, either Party, without the consent of the other Party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such Party, where the responsibilities or obligations of the other Party are not increased by such assignment and the rights and remedies available to the other Party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
 - g) No Third-Party Beneficiaries. The representations, warranties, and other terms contained herein are for the sole benefit of the Parties hereto and their respective successors and permitted assigns and shall not be construed as conferring any rights on any other persons.
 - h) Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical

data ("Statistical Data") derived from the operation of the Software, and nothing herein shall be construed as prohibiting CPT from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third-party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.

- i) Export Controls. Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such Applicable Laws, including the Export Administration Regulations maintained by the U.S. Department of Commerce and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
- j) Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- k) Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other Party as set forth on the Bid or at such other address as may hereafter be furnished in writing by either Party hereto to the other Party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.
- l) Independent Contractors. Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each Party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither Party may make any statement that would contradict anything in this section.
- m) Subcontractors. CPT may use subcontractors to perform Client-specific Services; provided, however, that CPT shall be responsible for its subcontractors' performance of Services under this Agreement.
- n) Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret, or construe its meaning, scope or intent.
- o) Waiver. No failure or delay on the part of either Party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power, or remedy.
- p) Acceptance. If, when requested in writing by Client, CPT then provides any Service to Client, whether or not such Services were specified in the original Bid, these Terms and Conditions shall apply to the provision of such Services and be deemed accepted and approved by Client concerning such Services.
- q) Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.

EXHIBIT 5

Ferraro Vega Employment Lawyers, Inc.
3333 Camino del Rio South, Suite 300
San Diego, California 92108
(619) 693-7727 main / (619) 350-6855 facsimile
www.ferrarovega.com

LAW FIRM RESUME

Ferraro Vega Employment Lawyers was founded in 2018 and represents plaintiffs throughout California in class, collective, and representative actions under the California Labor Code, Private Attorneys General Act, and Fair Labor Standards Act.

PRINCIPAL ATTORNEYS

Nicholas J. Ferraro, Esq.

California State Bar No. 306528 (admitted 2015)
Washington State Bar No. 59674 (admitted 2022)

Education

University of San Diego School of Law (J.D., *San Diego Law Review*)
Gonzaga University (B.A.)

During law school, Mr. Ferraro externed for a federal magistrate in the U.S. District Court for the Southern District of California, worked in the law school library as a library clerk, and as a legal intern for a San Diego-based commercial real estate company.

Employment

Attorney, Ferraro Vega Employment Lawyers (2018 to present)
Attorney, Duane Morris LLP (2017 to 2018)
Attorney, Gordon Rees Scully Mansukhani (2016 to 2017)
Attorney & Law Clerk, Simpson Delmore Greene LLP (2014 to 2016)

Prior to starting the firm, Mr. Ferraro worked in the employment law practice groups of Gordon Rees and Duane Morris, where he advised companies, drafted employee policies and agreements, and defended employers in class action and PAGA litigation.

Organizations

Wage and Hour Committee Member, California Employment Lawyers Association (2020 to 2024)
Leadership Development Committee, Association of Business Trial Lawyers (2017 to 2019)
Sexual Harassment Task Force, Lawyers Club of San Diego (2018)

Presentations and Publications

Guest Lecturer, University of San Diego School of Law Employment Law Classes (various)

Attorney Panelist, California Dept. of Labor Standards Enforcement Seminar (Sept. 2021)
Panelist, San Diego County Bar Association Labor & Employment Conference (2019, 2021)
Publications in *California Employment Law Letter*, *HR Daily Advisor*, Lexology, and various firm newsletters and alerts

Awards

Super Lawyers “Rising Star” in the field of Class Actions (2019 to 2024)
Best Lawyers “Ones to Watch” for Employment Lawyers (2021 to 2024)
“Leaders in Law Awards” Nominee in *San Diego Business Journal* (2022)

Lauren N. Vega, Esq.

California State Bar No. 306525 (admitted 2015)

Education

University of San Diego School of Law (J.D., *San Diego Law Review*)
University of California, San Diego (B.A.)

During law school, Ms. Vega was an active participant in moot court. She received the Outstanding and Best Brief Awards in back-to-back years at the Duberstein Moot Court Competition in New York City. She also served as a judicial extern for federal judges in the Southern District and Central District.

Employment

Attorney, Ferraro Vega Employment Lawyers (2020 to present)
Attorney, Procopio, Cory, Hargreaves & Savitch (2015 to 2020)

Prior to joining the firm, Ms. Vega defended employers as defense counsel in approximately 50 class and PAGA actions throughout California. She also advised companies on wage and hour compliance and drafted employee policies, procedures, and agreements.

Organizations

Member, California Employment Lawyers Association (2020 to present)

Presentations and Publications

Speaker, Procopio’s Annual Labor & Employment Seminar (2015 to 2019)
Publications in *Los Angeles Daily Journal* and various firm newsletters

Awards

Super Lawyers “Rising Star” in the field of Class Actions (2022, 2023)
Best Lawyers “Ones to Watch” for Employment Lawyers (2021 to 2024)
“Leaders in Law Awards” Nominee in *San Diego Business Journal* (2021)

Dorota A. James, Esq.

California State Bar No. 309933 (admitted 2016)

Education

University of San Diego School of Law (LL.M., 2014) Comparative Law

University of Saarland Law School (Ph.D., 1999)

University of Saarland Law School (LL.M., 1996) German Law

University of Wroclaw Law School (M.S., summa cum laude, 1994)

Ms. James is a tenth-year attorney with extensive experience handling complex wage-and-hour litigation. For the past ten years, she has served as Plaintiffs' counsel of record in more than fifty (50) wage-and-hour class action and PAGA cases. Prior to her admission to the California Bar in 2016, Ms. James worked as a senior litigation paralegal at a San Diego law firm specializing in plaintiffs' wage-and-hour employment litigation. In that role, she provided comprehensive litigation support in complex class actions, including pre-filing investigation, discovery, pre-mediation analysis, and post-settlement claims administration. During that time, she actively assisted in the litigation of more than fifty (50) employment class action cases.

Honors

Dean's Comparative Law Award (Highest Grade Point Average in L.L.M. Program)

Konrad Adenauer Foundation Scholarship Recipient (German Scholarship for talented foreign students)

Employment

Attorney, Ferraro Vega Employment Lawyers (2025 – Present)

Attorney, Wilshire Law Firm (05/2024 – 02/2025)

Attorney, Dinsmore & Shohl LLP (02/2021 – 05/2024)

Attorney, ShortLegal, APC (10/2018 – 02/2021)

Attorney, Tyson Mendes, LP (02/2018 – 10/2018)

Attorney, Parker Straus, LP (10/2016 – 02/2018)

Senior Paralegal, Graham Hollis APC (10/2007 – 10/2015)

Associate Legal Officer, International Organization for Migration (12/2001 – 02/2005)

Jennifer L. Connor, Esq.

California State Bar No. 241480 (admitted 2006)

Education

University of Notre Dame Law School (J.D., cum laude, 2003)

Boston College (B.A., magna cum laude, 2000)

Boston College School of Theology Ministry (M.Div., 2019)

Ms. Connor is an attorney with over two decades of experience advocating for plaintiffs in civil litigation. Her practice focuses on wage and hour and employment class actions. She

has represented clients in state and federal court forums across various areas, including consumer protection, unfair business practices, product liability, fraud, and antitrust. Ms. Connor is recognized for her strong appellate writing skills, having contributed to significant appellate matters. She has experience in successfully certifying class actions and handling dispositive motions. She has also been appointed as class counsel. Her background includes involvement in numerous putative class, collective, and representative actions and managing hundreds of contested and/or settlement-certified cases, with wage and hour litigation comprising over 50% of her practice.

Civic Organizations

Volunteer, Christian Legal Aid of Los Angeles (CLA-LA)

Volunteer District Attorney, Orange County District Attorney's Office (Trial Attorney Partnership program)

Presentations and Publications

Authored appellate briefs, including for *Aryeh v. Canon Business Solutions, Inc.* (2013) 55 Cal.4th 1185 and a Respondent's Brief before the California Court of Appeal, Fourth Appellate District.

Guest Lecturer on employment law for MCLE, including CELA's 28th Annual Conference

Employment

Attorney, Ferraro Vega Employment Lawyers (2026 - Present)

Attorney, Casey Gerry Francavilla Blatt LLP (2024 - 2025)

Attorney, CounselOne, PC (2020 - 2023)

Attorney, Rex Parris Law Firm (Summer Intern: May -Aug. 2017)

Attorney, Cohelan Khoury & Singer (2014 - 2015)

Attorney, Spiro Moore LLP (2012 to 2014)

Attorney, Westrup Klick, LLP (2004 to 2011)

Conor J.D. Gómez, Esq.

California State Bar No. 337395 (admitted 2021)

Education

University of California, Los Angeles School of Law (J.D. 2020)

University of California, San Diego (B.A. 2017)

During law school Mr. Gómez obtained certificates in Teaching Excellence and Curriculum Design from the University of California, Irvine Division of Teaching Excellence and Innovation (2020). Mr. Gómez also obtained a Certificate in Arts Management from University of California, Irvine Paul Merage Business School (2019). Mr. Gómez also received the Masin Family Gold Award for his academic performance at UCLA Law (2018) from the Masin Family Foundation. Mr. Gómez was also the recipient of the American Ballet Theatre's Project Plié Diversity Scholarship (2019), where he worked in-house for the American Ballet Theatre under their general counsel and where he built a workshop for the

American Ballet Theatre's Choreographer Incubator program about intellectual property in dance and copyrighting choreography, which is still being taught today. Mr. Gómez was also the recipient of the UCLA School of Law's President's Public Service Fellowship (2020-2021) while working for the California Lawyers for the Arts, Arts Arbitration and Mediation Services department and Sacramento Mediation Center.

Employment

Attorney, Ferraro Vega Employment Lawyers (2026 - present)

Adjunct Faculty, Thomas Jefferson School of Law (2024 - Present)

Attorney, Wilshire Law Firm (2025 - 2026)

Attorney, Abramson Labor Group (2024 - 2025)

Attorney, Marquee Law Group (2022 - 2024)

Attorney, For Purpose Law Group (2021)

Mr. Gómez began practicing law as a transactional corporate attorney working with tax-exempt organizations. He did everything from formation, gaining state and federal tax-exemption, registrations with the Department of the Attorney General's Registry of Charities and Fundraisers, foreign (out-of-state) registrations, and contract drafting as well as providing employer-side advice and counsel and drafting corporate policies and handbooks to ensure compliance with California and federal labor laws. Mr. Gómez then transitioned into plaintiff-side employment litigation. He has since specialized in settlement approval for class and PAGA representative actions and has been approved in numerous Courts as class and PAGA counsel. He now heads up the Settlement Department at Ferraro Vega to shepherd settled cases through the approval and distribution process. He is also an adjunct faculty at Thomas Jefferson School of Law in San Diego, CA where he has taught Learning Skills, a class designed for incoming law students to learn how to succeed in law school and Contract Drafting. He also serves as a bar prep mentor for graduating students sitting for the California bar exam. He has also guest lectured and held workshops on a variety of legal topics at the University of California, Irvine and other organizations throughout Southern California.

Organizations

Mediator, California Lawyers for the Arts, Arts Arbitration and Mediation Services (2024 - present)

Ricardo De Leon, Esq.

California State Bar No. 365493 (admitted 2025)

Education

University of San Diego School of Law (J.D.)

San Diego State University (B.A.)

During law school, Mr. De Leon gained practical experience in several law clerk positions, including at the USD Immigration Law Clinic, and firms that specialized in advising small

businesses, medical malpractice, and a non-profit focused on legislative reform. Mr. De Leon served on the board of the USD La Raza student organization and as a senior editor for the USD International Law Journal.

Employment

Attorney, Ferraro Vega Employment Lawyers, Inc. (2025 to Present)
Post Bar Law Clerk, Banker's Hill Law Firm A.P.C. (Fall 2025)
Law Clerk, Hegeler & Anderson, A.P.C. (2024 - 2025)
Law Clerk, Pokala Law, A.P.C. (2023 - 2024)
Law Clerk, USD Immigration Law Clinic (Fall 2023)
Law Clerk, Western Center on Law & Poverty (Summer 2023)

Troy Q. Strange, Esq.

California State Bar No. 346637 (admitted 2022)

Education

California Western School of Law (J.D., 2022)
California Polytechnic State University of San Luis Obispo (B.A., 2018)

Mr. Strange is a trial attorney dedicated to advocating for California employees in complex litigation, including Labor Code violations, wage-and-hour disputes, and PAGA representative actions. A first-chair trial lawyer, Mr. Strange possesses a sophisticated litigation background that spans both public enforcement and private defense. He previously served as an attorney for the Department of Industrial Relations, where he prosecuted cases across Southern California, including San Diego, San Bernardino, Riverside, and Imperial Counties. He further refined his expertise at Procopio, Cory, Hargreaves & Savitch LLP, advising employers on statutory compliance and litigating single-plaintiff and class-action matters. He is admitted to practice in the State of California and the U.S. District Court for the Southern District of California.

Affiliations

San Diego County Bar Association

Employment

Attorney, Ferraro Vega Employment Lawyers, Inc. (2026 to Present)
Attorney, Procopio, Cory, Hargreaves & Savitch (2025)
Attorney, California Department of Industrial Relations, Division of Labor Standards Enforcement, (2023-2025)
Attorney, Sayyar Law APC, (2022-2023)
Law Clerk, Law Offices of Benjamin J. Cheeks, (2021-2022)
Law Clerk, GrahamHollis (2021-2022)
Law Clerk, Aguirre and Severson, LLP (2021)
Law Clerk, Alternate Public Defender's Office North County San Diego, (2020)

Andrew Katseanes, Esq.

California State Bar No. 351638 (admitted 2023)

Education

University of San Diego School of Law (J.D.)

Idaho State University (B.S.)

During law school, Mr. Katseanes was an active member of the mock trial team and earned recognition for his pro bono service with the Legal Aid Society of San Diego, where he assisted with unlawful detainers and restraining orders. He began his career working in civil defense before transitioning to plaintiff-side employment law. He is admitted to practice in the State of California and the U.S. District Court for the Southern District of California.

Employment

Attorney, Burger, Meyer, & D'Angelo, LLP (2025-2026)

Attorney, Tyson & Mendez, LLP (2024-2025)

Law Clerk, The Curran Law Firm, APC (2021-2023)

Law Clerk, Office of the Primary Public Defender San Diego, (2021)

Nicolas Ahadzadeh, Esq.

California State Bar No. 365386 (admitted 2025)

Education

California Western School of Law (J.D.)

Grand Canyon University (B.A.)

Certificates

Mediation Clinic Training and Field Experience

During law school, Mr. Ahadzadeh was an active member of student-run organizations, including the Student Bar Association, was invited to the law school's Alternative Dispute Resolution team, earned multiple Distinguished Advocate Awards, and performed volunteer work at multiple legal organizations, including Unlawful Detainer Clinic from Legal Aid Society of San Diego and Small Claims Mediator for the Hall of Justice. He began his career working in civil litigation before committing heavily to plaintiff-side employment law. Specifically, Mr. Ahadzadeh has significant experience litigating both class action lawsuits and advocating for victims of individual FEHA violations. He is admitted to practice in the State of California, the U.S. District Court for the Southern District of California, and the U.S. District Court for the Central District of California.

Employment

Attorney, Ferraro Vega Employment Lawyers, Inc. (2026-Present)

Law Clerk, Hogue & Belong, APC (2021-2024)

Law Clerk, Garcia Hong Law, (2020)
Law Clerk, Mara Law Firm, PC (2020)
Circulation Clerk, California Western School of Law Library (2019-2021)

Organizations

Applicant, Welsh Inn of Court (2026)
San Diego County Bar Association (2019 to Present)
Annual Dinner Committee, Lawyers Club of San Diego (2019-2020)
Student Bar Association, CWSL, *Vice President* (2019-2020)

Publications

Ahadzadeh, Nicolas. "Bridging the Financial Gap from Law School Graduate to Sole Practitioner." American Bar Association. MONEY TALKS: Financial Issues in Law Practice (January February 2022).
Ahadzadeh, Nicolas. "Using Legal Research to Stay Ahead of the Curve." Thomson Reuters. Law School Survival Guide (2021).

Awards

Lawyers of Distinction, "Best of the Best" Nominee (2026).
California Western School of Law, Distinguished Advocate Award, Trial (2020)
California Western School of Law, Distinguished Advocate Award, Trial (2019)
California Western School of Law, Distinguished Advocate Award, Negotiations (2019)

Cesar Yuriar

California State Bar No. ____ (awaiting admission)

Education

University of San Diego, School of Law (J.D.)
University of California, Irvine (B.A.)

Cesar obtained his dual undergraduate degrees from the University of California, Irvine. He went on to earn his J.D. from the University of San Diego, School of Law. During law school, Cesar earned approval to practice California state law as a Certified Law Student and represented a wide variety of clients as part of the Civil Legal Clinic. He was recognized for his oral advocacy skills, having earned "2nd Best Oral Advocate" during the Alumni Torts Moot Court Tournament. Cesar also actively served on the executive boards for USD's International Law Society and La Raza. He is currently awaiting admission to practice law in the State of California.

Employment

Employment Rights Case Analyst, Associate Attorney, Ferraro Vega Employment Lawyers, Inc. (2025-Present)
Senior Legal Analyst, California Department of Justice, Office of the Attorney General (2023-2025)

Data Entry Specialist, Housing Inspector, Process Server, Legal Aid Society of San Diego (2018 - 2022)

Law Writer, The Athanassious Law Office, PC (2017)

Certified Legal Intern, Civil Clinic, University of San Diego, School of Law (2014, 2016)

Judicial Clerk, EEOC (2015)

Law Clerk, Gruenberg Law (2015)

Law Clerk, U.S. Department of Labor (2014)

Ninel Kocharyan, Esq.

California State Bar No. 299939 (admitted 2014)

Education

Thomas Jefferson School of Law (J.D.)

University of California, Los Angeles (B.A.)

Ms. Kocharyan focused on plaintiff-side labor and employment law for most of her legal career. Before joining the firm, Ms. Kocharyan spent five years at a California plaintiff-side law firm, where she was involved in researching, assessing, and filing wage and hour class actions and PAGA matters. While in law school, Ms. Kocharyan interned at an employment law firm representing employees in wrongful termination and discrimination matters.

Employment

Senior Counsel, Ferraro Vega Employment Lawyers, Inc. (2026-Present)

Associate Attorney, Capstone Law APC (2021-2026)

OF COUNSEL ATTORNEYS

Rick A. Waltman, Esq.

Rick Waltman Law, APC

California State Bar No. 306463 (admitted 2015)

Education

University of San Diego School of Law (J.D., *cum laude*, *San Diego Law Review*)

University of Minnesota (B.S. Chemistry)

During law school, Mr. Waltman externed for Judge Thomas J. Whelan in the U.S. District Court for the Southern District of California, worked for the California Attorney General's Office as a clerk, and was a research assistant to Professor Robert Fellmeth, Price Professor of Public Interest Law.

Employment

Of Counsel, Ferraro Vega Employment Lawyers (January 2026 to present)

Attorney and Principal, Rick Waltman Law, APC (October 2020 to present)

Attorney, Buchalter (2018 to 2020)
Attorney, Gordon Rees Scully Mansukhani (2016 to 2018)

Prior to starting with the firm, Mr. Waltman has run his own practice at Rick Waltman Law, APC, worked in the employment law practice groups of Gordon Rees and Buchalter, where he advised companies, drafted employee policies and agreements, and defended employers in class action and PAGA litigation.

Awards

Super Lawyers “Rising Star” in the field of Employment Law and Class Actions (2018 to 2019, 2022-2025)

PARALEGALS & STAFF

Marissa Rodriguez

Paralegal

Employment

Paralegal, Ferraro Vega Employment Lawyers, Inc. (2024 to Present)
Paralegal, Hoffman & Forde Attorneys at Law (2022 – 2023)
Legal Assistant/Paralegal, Mesnik Law Group (2019 – 2022)

Education

California State University, Chico (Bachelor of Arts)

Isabel Tostado

Paralegal

Employment

Paralegal, Ferraro Vega Employment Lawyers, Inc. (2025 to present)
Paralegal, J. Doling Law, PC. (2019 – 2024)
Paralegal, Doling Shaw & Hanover, APC (2016 – 2019)
Paralegal, Law Offices of Jenny L. Doling, APLC (2008 – 2016)

Education

Kaplan University, Palm Springs (Associate of Science)

Leah Carcione

Paralegal

Employment

Paralegal, Ferraro Vega Employment Lawyers (November 2025 to Present)
Paralegal, Wilshire Law Firm, (May 2024 – October 2025)
Paralegal, The Markham Law Firm, (August 2017 – April 2024)

Education

University of San Diego School of Law, (ABA Paralegal Certificate)

Jennifer Steele

Paralegal

Employment

Paralegal, Ferraro Vega Employment Lawyers (January 2026 to Present)

Paralegal, Hogue and Belong APC, (August 2025 – January 2026)

Education

University of California Los Angeles, (Bachelor of Arts, Sociology)

University of San Diego School of Law, (ABA Paralegal Certificate)

Raquel Gerardo

Paralegal

Employment

Paralegal, Ferraro Vega Employment Lawyers (January 2026 to Present)

Legal Assistant, Mara Law Firm (February 2025 – January 2026)

Education

Brigham Young University- Idaho, (Bachelor of Science, Business Management with an emphasis in Supply Chain)

Leslee Soria Alvarado

Paralegal

Employment

Paralegal, Ferraro Vega Employment Lawyers (January 2026 to Present)

Legal Assistant, Hogue & Belong (July 2025 to January 2026)

Education

University of California, San Diego (Bachelor of Arts, Political Science: Public Law)

Edith Byron

Paralegal

Employment

Paralegal, Ferraro Vega Employment Lawyers, Inc. (June 2026 to Present)

Paralegal, Milligan Family Law, APC (March 2026 – June 2026)

Paralegal, Byron Edwards & Lemley, APC (August 2025 – February 2026)
Paralegal, Aldridge Pite Haan, LLP (January 2025 – August 2025)
Paralegal, W Law, Inc. (June 2023 – December 2025)
Paralegal Manager, Patenaude & Felix, APC (July 2021 – June 2023)
Receptionist/Legal Secretary, Slovinsky and Slovinsky Law Office (July 2020 – May 2021)

Education

Southwestern College (*Associate in Science: Paralegal Studies*)

Sarah Debolt

Paralegal

Employment

Paralegal, Ferraro Vega Employment Lawyers, Inc. (June 2026 to Present)
Case Manager, Jurewitz Law Group (May 2025-June 2026)
Legal Assistant, Dolce Panepinto, P.C. (February 2022-April 2025)

Education

Hilbert College (Bachelor of Science, Forensic Science, Laboratory Sciences)

Secretaries and legal assistants not listed.

FORMER ATTORNEYS

David X. Lin, Esq.

Northwestern University School of Law (J.D.)

Elida M. Espinoza, Esq.

California Western School of Law (J.D., 2016)

California State Bar No. 314001 (admitted 2017)

Rayne Brown, Esq.

University of San Diego School of Law (J.D., 2021)

California State Bar No. 342011 (admitted 2021)

Mariela R. Romo, Esq.

University of San Diego School of Law (J.D.)

University of California, Santa Barbara (B.A. Political Science)

Xavier L. Woodford, Esq.

Thomas Jefferson School of Law (J.D.)

Rutgers University – New Brunswick (B.A.)

Elyssa Martinez, Esq.

University of San Diego School of Law (J.D.)

Grand Canyon University (B.A.)

CLASS & REPRESENTATIVE ACTIONS

Eileen Seffron, et al. v. SIR Fitness Holdings, LLC, San Diego County Sup. Ct. Case No. 37-2023-00040619-CU-OE-CTL (Hon. Evan P. Kirvin) (July 8, 2026)

David Edwards v. American Electric, Inc., Benton County Sup. Ct. Case No. 25-2-00362-03 (Hon. Bronson Brown) (June 26, 2026)

John Brayall v. Castleworks Home Services Company, et al., San Diego County Sup. Ct. Case No. 37-2023-00021278-CU-OE-CTL (Hon. Matthew C. Braner) (June 26, 2026)

Epitacio Leon v. Builders Fence Company, Inc., San Diego County Sup. Ct. Case No. 24CU016452C (Hon. Wendy M. Behan) (June 23, 2026)

Adrian Morales, et al. v. Tom Malloy Corporation, San Diego County Sup. Ct. Case No. 25CU042653C (Hon. Michael D. Washington) (June 18, 2026)

Justin Romprey v. Hearx West LLC DBA Hearusa, San Diego County Sup. Ct. Case No. 24CU025143C (Hon. Judy S. Bae) (June 17, 2026)

Alexa Britt v. San Diego Hotel Company LLC, San Diego County Sup. Ct. Case No. 24CU012268C (Hon. Judy S. Bae) (June 5, 2026)

Kazzandra Montoya v. Child Development Associates Incorporated, San Diego County Sup. Ct. Case No. 37-2024-00029581-CU-OE-CTL (Hon. Loren Freestone) (June 5, 2026)

Melissa Pope, et al. v. AGI Post, Inc., et al., San Diego County Sup. Ct. Case No. 24CU005384C (Hon. Loren Freestone) (May 18, 2026)

Napoleon Wilson v. Sullivan Properties Inc. DBA Fairgrove Property Management, San Diego County Sup. Ct. Case No. 24CL013656C (Hon. Michael T. Smyth) (May 13, 2026)

Carlos Amador Perez v. Children's Paradise, Inc., San Diego County Sup. Ct. Case No. 24CU007810C (Hon. Matthew C. Braner) (May 6, 2026)

Daisy Macias, et al. v. Planned Parenthood of the Pacific Southwest, San Diego County Sup. Ct. Case No. 25CU025541C (Hon. Michael T. Smyth) (May 5, 2026)

Eneil Stone v. International Building Materials, LLC, Thurston County Sup. Ct. Case No. 24-2-03195-34 (Hon. Chris Lanese) (May 1, 2026)

Daniel Fabian v. Dealer Tire LLC, San Diego County Sup. Ct. Case No. 37-2023-00052611-CU-OE-CTL (Hon. Wendy M. Behan) (May 1, 2026)

Filbert Namu v. All-Pro Bail Bonds Inc., San Diego County Sup. Ct. Case No. 25CU039133C (Hon. Gregory W. Pollack) (May 1, 2026)

Amos Maldonado v. Funko LLC, San Diego County Sup. Ct. Case No. 37-2024-00017602-CU-OE-CTL (Hon. Marcella O. McLaughlin) (May 1, 2026)

Franco Masada v. Ferry International LLC, San Diego County Sup. Ct. Case No. 24CU009941C (Hon. Katherine A. Bacal) (May 1, 2026)

Carmina Torres v. First Meridian Home Care Services, Inc. DBA Meridian Home Care LLC, San Diego County Sup. Ct. Case No. 24CU016862C (Hon. Carolyn M. Caietti) (April 29, 2026)

Christopher Coney v. DMSI Staffing LLC, et al., San Diego County Sup. Ct. Case No. 25CU011805C (Hon. Michael D. Washington) (April 24, 2026)

Randi Sycks v. Incyte Pathology, Inc., Spokane County Sup. Ct. Case No. 24-2-02294-32 (Hon. Breean Beggs) (April 23, 2026)

Michael E. Osley, Jr. v. Bandon Fitness [Texas], Inc., San Diego County Sup. Ct. Case No. 37-2024-00011471-CU-OE-CTL (Hon. Evan P. Kirvin) (April 21, 2026)

Maria Fuoco v. TDIC Insurance Solutions, Sacramento County Sup. Ct. Case No. 24CV025040 (Hon. Lauri A. Damrell) (April 17, 2026)

Glory Orekoya v. Inspyr Solutions LLC, et al., Alameda County Sup. Ct. Case No. 24CV085153 (Hon. S. Raj Chatterjee) (April 14, 2026)

Daniel Munoz v. ARS REI USA Corp., San Diego County Sup. Ct. Case No. 24CU013657C (Hon. Blaine K. Bowman) (April 3, 2026)

Martin Aldrete, et al. v. JAL Equity Corp. DBA Marketing.com, et al., San Diego County Sup. Ct. Case No. 24CU003448C (Hon. Wendy M. Behan) (April 3, 2026)

Mason Griffin v. JKB Financial, Inc., San Diego County Sup. Ct. Case No. 25CU017449C (Hon. Evan P. Kirvin) (April 1, 2026)

Charles Madrid v. Grand America Hotels & Resorts, Inc., et al., San Diego County Sup. Ct. Case No. 37-2024-00023471-CU-OE-CTL (Hon. Blaine K. Bowman) (March 27, 2026)

Salvador Cruz v. Khanna Enterprises VI LP, et al., San Diego County Sup. Ct. Case No. 25CU014533C (Hon. Loren Freestone) (March 13, 2026)

Zachary Lacono v. CC of San Diego, Inc., et al., San Diego County Sup. Ct. Case No. 37-2024-00029215-CU-OE-CTL (Hon. Marcella O. McLaughlin) (March 6, 2026)

Eloina Vigil v. SLH Escondido Manager, LLC, San Diego County Sup. Ct. Case No. 37-2024-00013517-CU-OE-CTL (Hon. Loren Freestone) (March 5, 2026)

Matthew Falcosky v. Consolidated Electrical Distributors, Inc., King County Sup. Ct. Case No. 24-2-29691-3 (Hon. Suzanne Parisien) (February 27, 2026)

Carlos Marquez, et al. v. Naval Engineering Support Inc., San Diego County Sup. Ct. Case No. 37-2024-00023814-CU-OE-CTL (Hon. Katherine A. Bacal) (February 20, 2026)

Darby Churchill, et al. v. Interim Healthcare San Diego LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00032762-CU-OE-CTL (Hon. Evan P. Kirvin) (February 6, 2026)

Abraham Iriarte v. KFM Restaurants LP, San Diego County Sup. Ct. Case No. 24CU019915C (Hon. Gregory W. Pollack) (February 6, 2026)

Shawntay Ellison v. CHW Entertainment, Inc., San Diego County Sup. Ct. Case No. 37-2024-00020465-CU-OE-CTL (Hon. Loren Freestone) (February 6, 2026)

Charles Constantino v. Good Samaritan Shelter, Santa Barbara County Sup. Ct. Case No. 24CV04221 (Hon. James F. Rigali) (February 3, 2026)

Monica Velarde v. San Diego Imaging Management, Inc., et al., San Diego County Sup. Ct. Case No. 37-2024-00030937-CU-OE-CTL (Hon. Gregory W. Pollack) (January 30, 2026)

Emilie Hanne v. Unio Health Partners LLC, San Diego County Sup. Ct. Case No. 37-2024-00019901-CU-OE-CTL (Hon. Euketa Oliver) (January 23, 2026)

Nieemah Jenkins v. ArcherAviation Operating Corp., et al., Alameda County Sup. Ct. Case No. 24CV086806 (Hon. Rebekah Evenson) (January 22, 2026)

Jose Martinez v. HES Commercial, Inc., et al., San Diego County Sup. Ct. Case No. 24CU000888C (Hon. Evan P. Kirvin) (January 21, 2026)

Neyly Becerra v. St. Madeleine Sophie's Center, San Diego County Sup. Ct. Case No. 37-2024-00007254-CU-OE-CTL (Hon. Matthew C. Braner) (January 16, 2026)

James Woodruff v. Ormat Technologies, Inc., Imperial County Sup. Ct. Case No. ECU003647 (Hon. L. Brooks Anderholt) (January 15, 2026)

Sayprasith Phahongchanh v. Columbia Machine, Inc., Clark County Sup. Ct. Case No. 24-2-03542-06 (Hon. Gregory M. Gonzales) (January 14, 2026)

Zion Jackson v. Loyola Marymount University, Los Angeles County Sup. Ct. Case No. 24STCV14085 (Hon. Laura A. Seigle) (January 12, 2026)

Brian Harris, et al. v. Securespace Management, LLC, San Diego County Sup. Ct. Case No. 37-2024-00023760-CU-OE-CTL (Hon. Wendy M. Behan) (January 9, 2026)

Marcelina Pereyra, et al. v. GAT Airline Ground Support Inc., San Diego County Sup. Ct. Case No. 37-2024-00000064-CU-OE-CTL (Hon. Carolyn Caietti) (January 9, 2026)

Maria Bermudez, et al. v. Lendmark Financial Services LLC, San Diego County Sup. Ct. Case No. 24CU013255C (Hon. Euketa Oliver) (January 9, 2026)

Loomer, et al. v. Vaagen Bros Lumber, Inc., United States District Court, Eastern District of Washington, Case No. 2 :24-cv-0206-TOR (Hon. Thomas O. Rice) (December 10, 2025)

Hung Nguyen v. DUAL North America, Inc., et al., San Diego County Sup. Ct. Case No. 37-2024-00023462-CU-OE-CTL (Hon. James Mangione) (December 5, 2025)

Marie Macias v. Patterson Dental Supply, Inc., et al., San Diego County Sup. Ct. Case No. 37-2024-00016055-CU-OE-CTL (Hon. Marcella O. McLaughlin) (December 5, 2025)

Robert Frosio v. La Jolla Beach and Tennis Club Partners L.P., et al., San Diego County Sup. Ct. Case No. 24CU003072C (Hon. James Mangione) (November 26, 2025)

Dustin Bottomley, et al. v. Six Maritime, Inc., San Diego County Sup. Ct. Case No. 37-2024-00018510-CU-OE-CTL (Hon. Marcela O. McLaughlin) (November 21, 2025)

Arik Papa v. Geocon, Inc., San Diego County Sup. Ct. Case No. 37-2024-00029093-CU-OE-CTL (Hon. Wendy M. Behan) (November 14, 2025)

Maria Cisneros v. ISL Employees, Inc. dba Integral Senior Living, et al., San Diego County Sup. Ct. Case No. 37-2024-00009110-CU-OE-NC (Hon. Michael D. Washington) (November 14, 2025)

Tonya Miller v. Cascadia Senior Living, LLC, Pierce County Sup. Ct. Case No. 23-2-11217-8 (Hon. Angelica Williams) (November 14, 2025)

Myrella Thomas, et al. v. ACES 2020 I, LLC, et al., Alameda County Sup. Ct. Case No. 24CV061880 (Hon. Somnath Raj Chatterjee) (November 4, 2025)

Renee Davin, et al. v. Rock Basin LLC, San Diego County Sup. Ct. Case No. 37-2023-00038275-CU-OE-CTL (Hon. Wendy M. Behan) (October 31, 2025)

Anton Louis Thompson v. Career Systems Development Corporation, et al., Sacramento County Sup. Ct. Case No. 24CV009265 (Hon. Jill H. Talley) (October 28, 2025)

Victor Fragosa, et al. v. Sudberry Properties, Inc., et al., San Diego County Sup. Ct. Case No. 37-2024-00010679-CU-OE-CTL (Hon. Matthew C. Braner) (October 24, 2025)

Irianny Ibarra v. Institutes of Health, LLC, et al., San Diego County Sup. Ct. Case No. 24CU008055C (Hon. Blaine K. Bowman) (October 10, 2025)

Martha Brito v. Ready America, Inc., et al., San Diego County Sup. Ct. Case No. 37-2024-00016167-CU-OE-CTL (Hon. Wendy M. Behan) (October 2, 2025)

Samantha Mendez, et al. v. AE Retail West LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00014789-CU-OE-CTL (Hon. Judy S. Bae) (September 25, 2025)

Nick De Vera, et al. v. Leica Biosystems Imaging, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00035127-CU-OE-CTL (Hon. Gregory W. Pollack) (September 12, 2025)

Ray Dyer v. Kenny Brothers, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00045013-CU-OE-CTL (Hon. Gregory W. Pollack) (September 12, 2025)

Maria Galecio-Cruz v. Southern California Specialty Care, LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00009287-CU-OE-CTL (Hon. Judy S. Bae) (September 5, 2025)

Onoray Davis Jr., et al. v. AllSafe Services, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00054447-CU-OE-CTL (Hon. Wendy M. Behan) (August 22, 2025)

Ashley Garcia v. Coastal Clinical & Management Services, Inc. et al., San Diego County Sup. Ct. Case No. 37-2024-00016933-CU-OE-CTL (Hon. Wendy M. Behan) (August 22, 2025)

Alejandro Esparza v. Otay Mesa Sales, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00014957-CU-OE-CTL (Hon. Richard S. Whitney) (August 20, 2025)

Shamonique Lashawn Malone-Boyd v. NuCO2 Management LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00043224-CU-OE-CTL (Hon. Katherine A. Bacal) (August 8, 2025)

Maria Ramirez Tapia v. NakedMD Inc., San Diego County Sup. Ct. Case No. 24CL003956C (Hon. Loren Freestone) (August 7, 2025)

Sierra Pullum v. Arizona Leather Company, Inc., San Diego County Sup. Ct. Case No. 37-2023-00038544-CU-OE-CTL (Hon. Wendy M. Behan) (August 1, 2025)

Keri Park v. EcoATM, LLC, San Diego County Sup. Ct. Case No. 37-2023-00021318-CU-OE-CTL (Hon. Wendy M. Behan) (August 1, 2025)

Linda Davis, et al. v. Sun Pacific Energy, Inc., King County Sup. Ct. Case No. 24-2-04616-0 SEA (Hon. Todd D. Tinker) (August 1, 2025)

Joseph Lagasse v. Alta Pest Control LLC, King County Sup. Ct. Case No. 24-2-10137-3 SEA (Hon. Kristin Ballinger) (July 18, 2025)

Michael Bradley v. The Crack Shack Enterprises, LLC et al., San Diego County Sup. Ct. Case No. 24CL000768C (Hon. Blaine K. Bowman) (July 16, 2025)

Troy Long, et al. v. Vicar Operating Inc., San Diego County Sup. Ct. Case No. 37-2023-00031023-CU-OE-CTL (Hon. Wendy M. Behan) (July 11, 2025)

Noa Olvera v. American Recycling International Inc., San Diego County Sup. Ct. Case No. 37-2024-00027297-CU-OE-CTL (Hon. Joel R. Wohlfeil) (July 11, 2025)

Alejandra Gamino v. Nishiki Diner USA, Inc., et al., San Diego County Sup. Ct. Case No. 24CU000269C (Hon. Marcella O. McLaughlin) (June 26, 2025)

Paul Shelford v. Atlantic Aviation FBO Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00033584-CU-OE-CTL (Hon. Carolyn Caietti) (May 23, 2025)

Nathaneal Taylor, et al. v. Hallcon Corporation, et al., San Diego County Sup. Ct. Case No. 37-2023-00021029-CU-OE-CTL (Hon. Carolyn Caietti) (May 23, 2025)

Katherine Wishnick v. Big Daddy's Oil 22, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00001414-CU-OE-CTL (Hon. Judy S. Bae) (May 23, 2025)

Natalie DiTerlizzi v. V Shred, LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00023334-CU-OE-CTL (Hon. Marcella O. McLaughlin) (May 16, 2025)

Yvonne Gonzalez, et al. v. West Marine Products, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00017462-CU-OE-CTL (Hon. Blaine K. Bowman) (May 9, 2025)

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Kody Hornburg, et al. v. Pacifica Companies, LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00002433-CU-OE-CTL (Hon. Wendy H. Behan) (April 17, 2025)

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Hannah Lightfoot v. Dispatchhealth Management, LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00031018-CU-OE-CTL (Hon. Blaine K. Bowman) (November 22, 2024)

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Aramburo v. Jacksons Food Stores, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00009655-CU-OE-CTL (Hon. Marcella O. McLaughlin) (September 10, 2024)

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Isaiah Harris v. Austal USA LLC, San Diego County Sup. Ct. Case No. 37-2023-00034540-CU-OE-CTL (Hon. James A Mangione) (August 2, 2024)

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Juan Weason v. Plastic Express, et al., San Diego County Sup. Ct. Case No. 37-2022-00022203-CU-OE-CTL (Hon. Richard S. Whitney) (June 24, 2024)

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Jaime Collins, et al. v. Maximus Human Services, Inc., et al., Los Angeles County Sup. Ct. Case No. 19STCV17916 (Hon. Carolyn B. Kuhl) (April 4, 2024)

Gabriel Lafarga v. G.I. Trucking Company d/b/a Estes West, et al., San Diego County Sup. Ct. Case No. 37-2022-00028993-CU-OE-CTL (Hon. Gregory W. Pollack) (March 15, 2024)

Madelynn Black v. EWC East Bay, Inc., San Diego County Sup. Ct. Case No. 37-2022-00009708-CU-OE-CTL (Hon. Kenneth J. Medel) (March 12, 2024)

Seth Chance v. Colonna's Shipyard Incorporated, San Diego County Sup. Ct. Case No. 37-2022-00018968-CU-OE-CTL (Hon. Gregory W. Pollack) (March 8, 2024)

Samuel Medina v. Prime Residential, San Diego County Sup. Ct. Case No. 37-2023-00047293-CU-OE-CTL (Hon. Katherine Bacal) (February 26, 2024)

Isle Robles v. Anzar Enterprises Inc., San Diego County Sup. Ct. Case No. 37-2021-00052808-CU-OE-CTL (Hon. Richard S. Whitney) (February 22, 2024)

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Cardenas v. Under Armour Retail, Inc., San Diego County Sup. Ct. Case No. 37-2022-00026843-CU-OE-CTL (Hon. Kenneth J. Medel) (November 30, 2023)

Caro-Santiago et al. v. Southwest Key Program, San Diego County Sup. Ct. Case No. 37-2022-00021991-CU-OE-CTL (Hon. Marcella O. McLaughlin) (November 17, 2023)

Nguyen v. TriLink Biotechnologies, LLC, San Diego County Sup. Ct. Case No. 37-2022-00019578-CU-OE-CTL (Hon. Marcella O. McLaughlin) (November 2, 2023)

Sanz et al. v. Sterling Jewelers, Inc. et al., San Diego County Sup. Ct. Case No. 37-2022-00015148-CU-OE-CTL (Hon. Gregory Pollack) (October 13, 2023)

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Chowning, et al. v. Freedom Mortgage Corp., San Diego County Sup. Ct., 37-2022-00005613-CU-OE-CTL (Hon. Matthew C. Braner) (February 16, 2023)

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Loreto v. General Dynamics Information Technology, Inc., U.S. Dist. Ct., S.D. Cal., No. 19-CV-0166-GPC (Hon. Gonzalo P. Curiel) (January 28, 2022)

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Jimenez v. Reyes Holdings, LLC, San Diego County Sup. Ct., No. 37-2019-00051577-CU-OE-CTL (Hon. Joel R. Wohlfeil) (January 15, 2021)

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Sanchez, et al. v. Lodi Memorial Hospital Association, San Joaquin County Sup. Ct., No. STK-CV-UEO-2019-09557 (Hon. Roger Ross) (December 11, 2020)

Soto, et al. v. Bonita Packing Co., Santa Barbara County Sup. Ct., No. 19CV02543 (Hon. Timothy J. Staffel) (October 28, 2020)