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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

**PLAINTIFFS' MEMORANDUM OF POINTS
AND AUTHORITIES IN SUPPORT OF
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 for Preliminary Approval of
Class Action Settlement, Declaration of Conor
J.D. Gómez, Declaration of Tyler J. Woods, and
[Proposed] Order]

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TABLE OF CONTENTS

I.	INTRODUCTION.....	1
II.	BACKGROUND	2
A.	The Parties	2
B.	The Class and PAGA Members.....	2
C.	Summary of the Dispute	2
D.	Summary of the Investigation and Litigation	3
E.	Overview of the Mediation and Expert Analysis.....	4
F.	Arms-Length Negotiation and Private Mediation.....	4
G.	Overview of the Settlement Terms	5
H.	Settlement Administration and Notice Procedures	7
I.	The Released Claims.....	7
III.	LEGAL ARGUMENT.....	8
A.	The Settlement Meets the Standards for Preliminary Approval	8
1.	Serious, Informed, Non-Collusive Negotiations With The Assistance of an Experienced Mediator Led to Settlement	9
2.	The Settlement is the Result of Thorough Investigation and Discovery	9
3.	Counsel are Experienced in Similar Litigation.....	9
4.	The Settlement is a Fair and Reasonable Compromise of the Claims	10
5.	The Preliminary Approval Standard is Met	12
B.	The Court Should Preliminarily Approve the PAGA Payment	12
C.	The Court Should Conditionally Certify the Settlement Class.....	13
1.	The Proposed Class is Ascertainable and Numerous.....	14
2.	Common Questions of Law and Fact Predominate	14
3.	Plaintiffs' Claims are Typical	14

1	4. Plaintiffs and Counsel Will Fairly and Adequately Represent the Class.....	15
2	D. The Court Should Order Distribution of the Class Notice Materials.....	15
3	IV. CONCLUSION	16

TABLE OF AUTHORITIES

CASES

Alcala v. Meyer Logistics, Inc.

2019 LEXIS 166879 (C.D. Cal. June 17, 2019) 11

B.W.I. Custom Kitchen v. Owens-Illinois, Inc.

191 Cal. App. 3d 1341 (1987) 13

Benton v. Telecom Network Specialists, Inc.

220 Cal. App. 4th 701 (2013) 12

Brinker Restaurant Corp. v. Superior Court

53 Cal. 4th 1004 (2012) 7, 12

Capital People First v. State Dept. of Dev. Serv.

155 Cal. App. 4th 676 (2007) 13

Carrington v. Starbucks Corp.

30 Cal. App. 5th 504 (2018) 11

Ceja-Corona v. CVS Pharm., Inc.

2015 LEXIS 5118 (E.D. Cal. Jan. 14, 2015) 11

Dunk v. Ford Motor Co.

48 Cal. App. 4th 1794 (1996) 7, 9

Duran v. Obesity Research Institute, LLC

1 Cal. App. 5th 635 (2016) 13

Faulkinbury v. Boyd & Associates, Inc.

216 Cal. App. 4th 220 (2013) 13

Franco v. Ruiz Food Prods.

2012 U.S. Dist. LEXIS 169057 (E.D. Cal. Nov. 27, 2012)..... 11

Garcia v. Gordon Trucking

2012 U.S. Dist. LEXIS 160052 (E.D. Cal. 2012) 11

In re Microsoft I-V Cases

135 Cal. App. 4th 706 (2006) 7

1	<i>In re Pacific Enterprises Securities Litig.</i>	
2	47 F. 3d 373 (9th Cir. 1995)	10
3	<i>Kullar v. Foot Locker Retail, Inc.</i>	
4	168 Cal. App. 4th 116 (2008)	7, 9, 10
5	<i>Magadia v. Wal-Mart Assocs.</i>	
6	384 F. Supp. 3d 1058 (2019)	11, 12
7	<i>Mejia v. Walgreen Co.</i>	
8	2020 LEXIS 220685 (E.D. Cal. Mar. 24, 2021)	11
9	<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles</i>	
10	186 Cal. App. 4th 399 (2010)	8, 10
11	<i>Nen Thio v. Genji, LLC</i>	
12	14 F. Supp. 3d 1324 (N.D. Cal. 2014)	11
13	<i>Sav-On Drug Store, Inc. v. Superior Court</i>	
14	34 Cal. 4th 319 (2004)	12
15	<i>Sevidal v. Target Corp.</i>	
16	189 Cal. App. 4th 905 (2010)	12
17	<i>Syncor v. Cardinal Health, Inc.</i>	
18	516 F. 3d 1095 (9th Cir. 2008)	7
19	<i>Thurman v. Bayshore Transit Management Inc.</i>	
20	203 Cal. App. 4th 1112 (2012)	11
21	<i>Wal-Mart Stores, Inc. v. Dukes</i>	
22	564 U.S. 338 (2011)	12
23	STATUTES	
24	Code of Civil Procedure	
25	§ 382	12
26	OTHER AUTHORITIES	
27	<i>Manual for Complex Litig.</i>	
28	§ 30.41 (3rd Ed. 1995)	10

Newberg on Class Actions

§ 11:24-25 (4th Ed. 2013)..... 10

RULES

California Rules of Court

§ 3.766(d)..... 13

California Rules of Court

§ 3.769..... 7

1 **I. INTRODUCTION**

2 Plaintiffs Cherie Geissler and Matthew David Miller, individually and on behalf of all others
3 similarly situated (“Plaintiffs”), seek preliminary approval of a \$1,750,000.00 (the “Gross Settlement
4 Amount”) non-reversionary wage and hour class and representative action settlement on behalf of
5 approximately 1,205 non-exempt California employees of Defendants Grand Pacific Hotel Services,
6 L.P and Defendants Grand Pacific Hotel Services, Inc.’s (“Defendants” and together with the Plaintiffs,
7 the “Parties”) who worked during the “Class Period” of November 30, 2020, through the date of
8 Preliminary Approval, (currently estimated to be August 21, 2026, subject to the escalator clause in the
9 Class Action and PAGA Settlement Agreement. Any defined terms not defined herein shall be given
10 their definition as stated in the Class Action and PAGA Settlement Agreement, a true a correct copy of
11 which is attached to the Declaration of Conor J.D. Gómez as Exhibit 1 (the “Settlement”). The
12 Settlement includes payment of attorneys’ fees of up to 33.33% of the Gross Settlement Amount (the
13 “Attorneys’ Fees”), litigation costs not to exceed \$20,000.00 (the “Litigation Costs”), a service payment
14 totaling \$20,000 (\$10,000.00 to Plaintiff Geissler and \$10,000.00 to Plaintiff Miller) to Plaintiffs for
15 their service as the “Representatives” (the “Service Payments”), a payment in the amount of \$50,000.00
16 for the penalties under the Private Attorney General Act of 2004 (“PAGA”)(the “PAGA Payment”), of
17 which 65% will be paid to the Labor & Workforce Development Agency or “LWDA” (the “LWDA
18 Payment”) and 35% will be paid to the PAGA Members (defined below), and third-party settlement
19 administration costs currently estimated at \$14,500.00 (the “Administration Expenses”). This results
20 in an entirely non-reversionary “Net Settlement Amount” of \$1,062,225.00 to be disbursed to
21 Participating Class Members, who will receive payment automatically, subject to the exclusion
22 procedures set forth in the Class Notice.

23 If a Class Member works the entire Class Period, he or she will receive approximately \$7,897.52
24 on a gross basis and \$4,872.66 on a net basis. The average Individual Class Payment per Class Member
25 is \$1,452.28 on a gross basis and \$896.04 on a net basis.

26 Plaintiffs very respectfully request the Court (i) preliminarily approve the Settlement;
27 (ii) preliminarily approve the LWDA Payment (iii) conditionally certify the Class; (iv) appoint Cherie
28

Geissler and Matthew David Miller as the “Representatives” and Ferraro Vega Employment Lawyers and Wilshire Law Firm as “Class Counsels”; (v) approve distribution of the Class Notice materials and authorize the Class Notice distribution procedure; (vi) authorize CPT Group to serve as the Settlement “Administrator”; and (vii) set a final approval hearing.

II. BACKGROUND

A. The Parties

Plaintiff Geissler worked as a Front Desk Associate for Defendant, from September 2024 to April 2025. Plaintiff Miller worked as a Senior Sous Chef for Defendant, from January 2024 to July 2024. Defendants is a hospitality employer that owns, operates, and manages the Sheraton resort property located in Carlsbad, California. At all relevant times, Defendants exercised control over Plaintiffs’ wages, hours, scheduling, working conditions, and break compliance as their direct employer. Declaration of Conor J.D. Gómez (“Gómez Decl.”), ¶¶ 2-4.

B. The Class and PAGA Members

The Class includes “all individuals currently or formerly employed by Defendants in California as hourly, non-exempt employees during the Class Period (each a “Class Member”, collectively the “Class”). *See* Gómez Decl., Exhibit 1 (Settlement), p. 1. There are an estimated 1,205 Class Members who worked an estimated 66,255 workweeks. Gómez Decl., ¶ 15. PAGA Members include “all individuals currently or formerly employed by Defendants in California as hourly, non-exempt employees during the PAGA Period.” Gómez Decl., Exhibit 1 (Settlement), p. 3. The PAGA Period means “the period from November 13, 2023, through the date of Preliminary Approval, August 21, 2026, unless shortened by Defendants pursuant to [the escalator clause in the Settlement].” *Id.*

C. Summary of the Dispute

Plaintiffs filed claims against Defendants 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 reimburse business expenses, (10) unfair competition, and (11) civil

penalties under the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*). *See* Second Amended Class and Representative Action Complaint, ROA #32.

D. Summary of the Investigation and Litigation

In February 2025, Plaintiff Geissler sought legal advice and counsel regarding employment issues perceived as affecting them and their coworkers. As part of that process, Plaintiff Geissler, through Class Counsel, sent Defendants statutory records requests under Labor Code §§ 226, 432, and 1198.5 to obtain their employment, payroll, and personnel files.

Upon receipt of the records, Plaintiff Geissler and Class Counsel conducted a thorough investigation regarding the putative claims, which included speaking to witnesses, reviewing policies and employment records, accessing publicly available information about Defendant, searching the LWDA website, Pacer, and state court dockets for related cases, assessing the impact of any arbitration or other limiting agreement at issues, and conducting legal and factual research and analysis regarding the claims. Gómez Decl. ¶ 6.

On March 19, 2025, Plaintiff Geissler electronically filed a Notice of Labor Code Violations with the LWDA and sent it by certified mail to Defendant. Gómez Decl. ¶ 7, Exhibit 3 (PAGA Notice).

On March 25, 2025, Plaintiff Geissler filed a Class Action Complaint, alleging the wage and hour causes of action under the California Labor Code and UCL, on behalf of the putative Class. *See* Class Action Complaint, ROA #4. *Id.*

On May 27, 2025, Plaintiff Geissler filed a First Amended Class and Representative Action Complaint, adding claims for civil penalties under PAGA. *See* ROA #22. *Id.*

On May 7, 2026, Plaintiffs filed a Second Amended Class and Representative Action Complaint, adding Plaintiff Matthew David Miller (the “Operative Complaint”). *See* ROA #32. *Id.*

Defendants filed an answer to the First Amended Class and Representative Action Complaint. *See* ROA #24. Plaintiffs’ Counsel thereafter conferred with Defendants’ counsel to assess the claims and prospective defenses. The Parties ultimately agreed to structure litigation in a manner where they would exchange data and documents in an effort to resolve the Action on a class action basis at private mediation. Gómez Decl. ¶ 8.

1 **E. Overview of the Mediation and Expert Analysis**

2 The Parties set a mediation date for December 15, 2025, with Jason Marsili, an experienced and
3 respected mediator of wage and hour class actions. Gómez Decl. ¶ 8.

4 As a condition of mediation, Plaintiffs requested (and received) all relevant employment and
5 payroll policies and procedures for the Class Period, along with wage statements, pay data, and time
6 entry records for a reasonable sampling of the class for the Class Period. Plaintiffs also received
7 additional documents relating to their employment; their complete personnel file, time, and pay data;
8 additional documents provided by Defendants that they argued supported their defenses; and data points
9 regarding total employees, total weeks worked, total pay periods, and rates of pay (among other
10 information) for individuals in the Class (subject to a four-year statute of limitation) and the PAGA
11 Members (subject to a one-year statute of limitation). To allow for a full review and analysis of the
12 data and documents, Plaintiffs requested the data and documents no later than approximately 30 days
13 before the scheduled mediation date. Gómez Decl. ¶ 9.

14 Based on the data and documents, Class Counsel retained a third-party consultant economist to
15 conduct a damage analysis, assessing factors based on assumptions of violation rates, statistical
16 breakdowns of violations on the face of the records by year (i.e., late, or short meal periods and “regular
17 rate” issues), and damage models. Plaintiffs’ Counsel, with its consultant, generated liability exposure
18 reports that were then used to help determine the employee wages and penalties at issue in the litigation.
19 Gómez Decl. ¶ 10.

20 **F. Arms-Length Negotiation and Private Mediation**

21 Mediation was held on December 15, 2025, with Jason Marsili. The Parties contested key
22 issues, worked through the mediator to understand respective risks and strengths, before ultimately
23 agreeing upon principal settlement terms. Negotiations were adversarial but professional. The
24 agreement was then memorialized in an MOU. Gómez Decl. ¶ 11. The Parties worked diligently to
25 negotiate and finalize the remaining settlement terms in the fully executed Settlement, which is attached
26 to the Ferraro declaration as Exhibit 1. Gómez Decl. at ¶ 12.

27 //

1 **G. Overview of the Settlement Terms**

2 The Parties agreed, subject to court approval, Defendants will pay the non-reversionary Gross
3 Settlement Amount, which includes: (a) the Attorneys' Fees up to \$583,275.00 (33.33% of the Gross
4 Settlement Amount) to compensate Class Counsel for all work performed and remaining to be
5 performed securing court approval of the Settlement; (b) reimbursement of the Litigation Costs *up to*
6 \$20,000.00 for verified costs actually incurred; (c) a Service Payment to each Plaintiff for serving as
7 "Representatives", totaling \$20,000.00 (\$10,000.00 to Plaintiff Geissler and \$10,000.00 to Plaintiff
8 Miller), as an additional payment for Plaintiffs' initiative, risks incurred, and work associated with
9 service as the lead Plaintiffs; (d) the LWDA Payment in the amount of \$32,500.00 (65% of the
10 \$50,000.00 PAGA Payment); and (e) Administration Expenses of *up to* \$14,500.00. Gómez Decl., ¶
11 15. The Defendants shall also separately fund the amount necessary to fully pay its share of payroll
12 taxes by transmitting those funds to the Administrator.

13 The Settlement is entirely non-reversionary, meaning no amount of money will revert to
14 Defendant. Settlement, p. 4. After Defendants funds the Gross Settlement Amount and the amount
15 necessary to fully pay its share of payroll taxes, the Administrator shall pay the amount of the
16 Participating Class Members' portion of normal payroll withholding taxes out of each person's
17 Individual Class Payment (i.e., their share of the Settlement). The Administrator shall also pay
18 Defendants' portion of payroll taxes to the appropriate local, state, and federal taxing authorities.
19 Settlement, p. 4. The "Net Settlement Amount" will be distributed to Participating Class Members and
20 PAGA Members on a pro-rata basis based on Class Workweeks/PAGA Pay Periods, estimated as
21 follows:

	Gross Settlement Amount	\$1,750,000.00
	Attorneys' Fees (33.33%) (minus)	\$583,275.00
	Litigation Costs (minus)	\$20,000.00 (max.)
	Service Payment (minus)	\$20,000.00
	PAGA Payment (minus)	\$50,000.00
	Administration Expenses (minus)	\$14,500.00
	Net Settlement Amount	\$1,062,225.00 (approx.)

26 The Net Settlement Amount will be distributed through individual checks mailed to Class
27 Members who do not affirmatively exclude themselves from the Class in response to the Class Notice
28

1 by the Response Deadline. Settlement, pp. 5, 7. The Individual Class Payments for each respective
2 Class Member are calculated by (a) dividing the Net Settlement Amount by the total number of Class
3 Workweeks worked by all Class Members and (b) multiplying the result by each Participating Class
4 Member's Class Workweeks, resulting in their Individual Class Payment. Settlement, p. 5. A similar
5 allocation method (using PAGA Pay Periods instead of Class Workweeks) will apply to the PAGA
6 Members who worked during the one-year PAGA Period for their Individual PAGA Payments.
7 Settlement, p. 6.

8 Class Members averaged approximately 55 weeks of paid work with Defendants (66,255
9 workweeks / 1,205 Class Members) during the Class Period. If a Class Member works the full Class
10 Period—299 Class Workweeks—and does not opt-out of the Settlement, he or she will automatically
11 receive an estimated \$7,897.52 on a gross basis and approximately \$4,793.68 (net) after accounting for
12 all deductions like the Attorneys' Fees, Litigation Costs, PAGA Payment, and Administration
13 Expenses, without the need to submit a claim form. Gómez Decl. ¶ 16.

14 The Settlement itself provides a safeguard against depreciation of the Settlement via the
15 Escalation Clause, which operates to increase the Gross Settlement Amount in the event the total Class
16 Workweeks unexpectedly exceed the workweek thresholds negotiated at mediation. Settlement, p. 13.
17 Class Members do not need to submit a claim form to receive payment. *See* Settlement, p. 4.

18 Settlement payments are characterized as 15% wages, which will be reported on Form W-2,
19 with withholdings, and 85% as penalties and/or interest reported on Form 1099 based on the respective
20 assessment and apportionment of W2 wages and civil and statutory penalties. Settlement, pp. 5-6.

21 Any proceeds from checks that remain uncashed by Class Members after the check cashing
22 deadline will be provided to the State of California's Unclaimed Property Division in the name of the
23 Covered Employee for him or her to later claim, in accordance with state laws and procedures.
24 Settlement, p. 7; *see also* FAQ, State of California's Unclaimed Property Division, *available at*
25 https://www.sco.ca.gov/upd_faq.html.

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H. Settlement Administration and Notice Procedures

The Parties selected CPT Group, Inc. (the “Administrator”) to administer the Settlement. Settlement, p. 1. *See* Gómez Decl., Exhibit 4 (Administration Estimate). Gómez Decl. ¶ 13.

Upon receipt of the Class data (i.e., names, dates of employment, mailing addresses, and other appropriate identifying information of Class Members), the Administrator will notify Plaintiffs’ Counsel that the list has been received and state the number of Class Members and Class Workweeks in the data provided by Defendant. Pursuant to the timelines set forth in the Settlement, the Administrator will send the Class Notice in substantially the same form as attached as **Attachment A** to the Settlement, including the Request for Exclusion form attached as **Attachment B** to the Settlement. Before mailing Class Notice packet, the Administrator shall update Class Member addresses using a National Change of Address database. Upon the Administrator’s receipt of any Class Notice returned as undelivered, the Administrator will re-mail the Class Notice using the forwarding address provided by USPS. If USPS does not provide a forwarding address, the Administrator will conduct a skip trace to find a correct address and re-mail it to the most current address obtained. Settlement, pp. 9-12.

The Class Notice advises the Class of their right to, and the manner and timing to: (1) participate in the Settlement without submitting a claim; (2) dispute the workweeks used to calculate the basis of their respective Individual Class Payment; (3) object to the Settlement; (4) appear at the final approval hearing, and (5) opt-out of the Settlement. The Class Notice also informs each Class Member of the estimated amount of their Individual Class Payment, the release to be given, and date of the final approval hearing, and other salient details about the Settlement, including how to find out more information. *See* Gómez Decl., Ex. 1-A (Class Notice).

I. The Released Claims

Effective Upon the date on which Defendants funds the Gross Settlement Amount and the amount necessary to fully pay its share of payroll taxes, Participating Class Members agree to the following release for the respective Class Period (*see* Settlement, p. 8):

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

1 in the Operative Complaint during the Class Period, including, without limitation,
2 claims for: (1) failure to pay minimum and straight time wages, (2) failure to pay all
3 overtime wages, (3) meal period violations, (4) rest period violations, (5) paid sick
4 leave violations, (6) untimely payment of wages, (7) wage statement violations, (8)
5 waiting time penalties, (9) failure to indemnify employees for expenditures, (10) unfair
6 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.

7 **III. LEGAL ARGUMENT**

8 “Before final approval, the Court must conduct an inquiry into the fairness of the proposed
9 settlement.” California Rules of Court, rule 3.769. At preliminary approval, a Court “limits its inquiry
10 to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or
11 overreaching by, or collusion between, the negotiating Parties.” *In re Microsoft I-V Cases*, 135 Cal.
12 App. 4th 706, 723 (2006). Furthermore, conditional class certification for settlement purposes is
13 appropriate where there is an ascertainable and sufficiently numerous class, with a well-defined
14 community of interest, and class litigation would be superior to alternate means of adjudicating the
15 action. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004, 1021 (2012).

16 Here, Plaintiffs asks the Court to preliminarily approve the Settlement as fair, reasonable, and
17 adequate, and Plaintiffs seeks to conditionally certify the Class.

18 **A. The Settlement Meets the Standards for Preliminary Approval**

19 In deciding whether to grant preliminary approval of a proposed class action settlement, the
20 Court must find a proposed settlement is “fair, reasonable, and adequate[.]” California Rules of Court,
21 rule 3.769; *see also Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996). “[T]here is a strong
22 judicial policy that favors settlements ... ‘it must not be overlooked that voluntary conciliation and
23 settlement are the preferred means of dispute resolution ... [t]his is especially true in complex class
24 action litigation.’ *Syncor v. Cardinal Health, Inc.*, 516 F.3d 1095, 1101 (9th Cir. 2008) (internal
25 citations omitted). There is a presumption of fairness where, as here, the proposed class action
26 settlement was negotiated at arm’s-length after informed investigation and analysis by counsel
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experienced in similar litigation with the assistance of an experienced mediator. *See, e.g., Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 128 (2008).

1. Serious, Informed, Non-Collusive Negotiations With The Assistance of an Experienced Mediator Led to Settlement

The Parties attended a full day of mediation with Jason Marsili, a respected and experienced wage and hour class action mediator. Jason Marsili assisted the Parties in reaching the material Settlement terms. The mediation occurred after Class Counsel received all documents and data necessary to evaluate the merits of the claims and defenses. Plaintiffs' Counsel also utilized a third-party consultant who assisted with the preparation of a damages analysis, which informed the settlement discussions and negotiations at mediation. Gómez Decl. ¶¶ 8-11.

2. The Settlement is the Result of Thorough Investigation and Discovery

Plaintiffs' Counsel investigated all claims and defenses before filing the operative complaints and settling the Action. Plaintiffs issued discovery and, when the Parties agreed to mediation, Plaintiffs requested, and Defendants produced, information about the putative Class, employee policies and memoranda, information about its timekeeping and payroll practices, time records and wage statements, as well as other documents and data that Plaintiffs would have relied upon to certify the Class and prepare for trial, including a significant sampling of employee payroll records. Gómez Decl. ¶ 9

Accordingly, Plaintiffs obtained data and documents to allow liability to be assessed and class-wide damages to be calculated by the retained third-party economist consultant. Gómez Decl. ¶ 10. Investigation and informal discovery gave the Parties a clear understanding of their strengths and weaknesses before negotiations commenced. *See Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal. App. 4th 399, 410 (2010) (approving class settlement where "considerable information [exists] from which to assess the strength of the class claims" and litigation risks).

3. Counsels are Experienced in Similar Litigation

Plaintiffs' Counsel have significant experience in prosecuting and defending wage and hour employment class actions. Plaintiffs' Counsel were able to compare settlement of class claims with the risks of further litigation, including trial and appeals. Defense counsel is a skilled employment lawyer,

1 with significant class action experience, from the respected law firm of Robert L. Shipley, APLC.
2 Defense counsel defended and negotiated on behalf of their client skillfully throughout the Action.
3 Plaintiffs' Counsel believe the Settlement is fair, reasonable, and in the best interest of the Class in light
4 of the monetary recovery, difficulties of this litigation, differences among Class Members, risks of
5 continued litigation, including certification/decertification, summary adjudication, along with the delay
6 of recovery and uncertainty of appeals. Gómez Decl. ¶¶ 17-20.

7 Therefore, a presumption of fairness exists here.

8 **4. The Settlement is a Fair and Reasonable Compromise of the Claims**

9 To make a fairness determination at the preliminary approval stage, courts should consider
10 several relevant factors, including “the strength of plaintiff’s case, the risk, expense, complexity and
11 likely duration of further litigation, the risk of maintaining class action status through trial, the amount
12 offered in settlement, the extent of discovery completed and the stage of the proceedings, [and] the
13 experience and views of counsel[.]” *Dunk*, 48 Cal. App. 4th at 1801. The Court’s inquiry “must be
14 limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of
15 fraud or overreaching by, or collusion between, the negotiating Parties, and that the settlement, taken
16 as a whole, is fair, reasonable and adequate to all concerned.” *Id.*

17 ***i. The Strength of Plaintiffs’ Case***

18 Although Plaintiffs steadfastly maintains the alleged claims are meritorious, Plaintiffs
19 acknowledge substantial risks and uncertainties in proceeding with litigation. As described above,
20 Defendants presented multiple defenses to Plaintiffs’ claims. These defenses were, in part, supported
21 by the sampling and in the records. Furthermore, Defendants maintained lawful written policies that
22 would have made certification difficult. The strength of Plaintiffs’ case is further discussed in
23 **Paragraph 23 of the supporting declaration**, which sets forth the claim-by-claim damage analysis
24 and respective settlement in accordance with *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116,
25 129 (2008).

26 //

27 //

1 **ii. *Risk, Expense, Complexity and Duration of Further Litigation***

2 The Parties made a significant exchange of documents, data, records, and information in
3 advance of mediation. However, the Parties still had significant discovery to complete in formal
4 litigation had the matter not settled. This would have required an expenditure of substantial time and
5 resources by both Parties over the course of the next several years. Plaintiffs would have continued to
6 advance their case through written discovery, third party witness investigations, and depositions,
7 whereas Defendants would have prepared motions for summary judgment on legal issues. Even if
8 Plaintiffs certified all claims and avoided summary judgment on certain legal issues, the Parties would
9 incur considerably more attorneys' fees and costs through additional motions, trial, and possible appeal.
10 Instead, this Settlement avoids those risks and the accompanying expenses on the Parties, the Court,
11 and the Class Members. Gómez Decl. ¶ 21.

12 **iii. *Amount Offered in Settlement***

13 “[T]o ensure that the recovery represents a reasonable compromise, given the magnitude and
14 apparent merit of the claims being released, discounted by the risks and expenses of attempting to
15 establish and collect on those claims by pursuing the litigation,” a summary of Plaintiffs’ exposure
16 analysis is set forth in Paragraph 23 of the accompanying the supporting declaration. *See Kullar v. Foot*
17 *Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129 (2008); *see also Munoz v. BCI Coca-Cola Bottling Co.*
18 *of Los Angeles*, 186 Cal. App. 4th 399, 409 (2010) (noting, the plaintiff on preliminary approval must
19 offer a record allowing “an understanding of the amount that is in controversy and the realistic range of
20 outcomes of the litigation.”). As detailed in the supporting declaration, the Gross Settlement Amount
21 will adequately and fairly compensate Class Members for their respective damages.

22 **iv. *The Experience and Views of Counsel***

23 “Parties represented by counsel are better positioned than courts to produce a settlement that
24 fairly reflects each party’s expected outcome in litigation.” *In re Pacific Enterprises Securities Litig.*,
25 47 F. 3d 373, 378 (9th Cir. 1995). Here, competent and experienced counsel who have extensive
26 experience both prosecuting and defending wage and hour class actions, and who have been appointed
27 as Plaintiffs’ Counsel in numerous cases alleging similar claims, represent Plaintiffs. *See* Gómez Decl.

¶¶ 17-20, Exhibit 5 (Firm Resume). Plaintiffs’ Counsel conducted a thorough and detailed review of Defendants’ policies, timekeeping, and payroll records and assessed Defendants’ liability exposure with the assistance of a retained third-party consultant. The Settlement was reached with the assistance of an experienced and respected wage and hour class action mediator. Gómez Decl. ¶¶ 8-11. This factor strongly supports preliminary approval of the proposed class action settlement.

5. The Preliminary Approval Standard is Met

The Court can grant preliminary approval of a proposed class action settlement and direct notice be given to the Class if the settlement: (1) falls within the range of possible approval, (2) appears to be the product of serious, informed negotiations; and (3) has no obvious defects. *See Manual for Complex Litig.*, § 30.41 (3rd Ed. 1995); *Newberg on Class Actions*, § 11:24-25 (4th Ed. 2013). Here, Plaintiffs and Plaintiffs’ Counsel gave serious consideration to all facts and arguments and concluded the Settlement is fair and reasonable. The Gross Settlement Amount represents nearly 91% of the reasonable value of Class claims. (\$1,750,000.00 / \$1,922,780.44) and is within the “ballpark” of reasonableness. Gómez Decl. ¶ 22. The Settlement was reached after extensive preparation and investigation and finally agreed upon at mediation. The Settlement provides monetary relief to the class and the amounts proposed for Attorneys’ Fees, Litigation Costs, Service Payment, and PAGA Penalties are all reasonable and appropriate based on the facts of the case. Because the Settlement is devoid of obvious deficiencies, the Court may preliminarily approve the Settlement.

B. The Court Should Preliminarily Approve the PAGA Payment

“PAGA penalties are paid 65% to the California Labor and Workforce Development Agency and 35% to aggrieved employees. Thus, in wage and hour class action cases that settle, [] very little of the total settlement is paid to PAGA penalties in order to maximize payments to class members.” *Magadia v. Wal-Mart Assocs.*, 384 F. Supp. 3d 1058, 1101 (2019).

“[T]he amount of the common settlement fund reserved for PAGA penalties [is adequate], as courts frequently approve settlements in wage and hour class action and PAGA actions that minimize the total amount of the settlement that is paid to PAGA penalties in order to maximize payments to class members.” *Mejia v. Walgreen Co.*, 2020 U.S. Dist. LEXIS 220685, *26 (E.D. Cal. Mar. 24, 2021)

(citations omitted); *see also Alcala v. Meyer Logistics, Inc.*, 2019 LEXIS 166879, *26 (C.D. Cal. June 17, 2019) (collecting cases in which PAGA penalties within the zero to two percent of the gross settlement were approved by courts). Indeed, a trial court has authority to completely reduce penalties, as long as not to “zero.” *Thurman v. Bayshore Transit Management, Inc.*, 203 Cal. App. 4th 1112, 1135 (2012) (reducing penalties by 30%); *see also Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 517 (2018) (Plaintiff requested “nearly \$70 million in penalties,” trial court’s \$150,000 award upheld on appeal).

Here, the \$50,000 PAGA allocation is well within the range approved by California courts. *See Alcala v. Meyer Logistics, Inc.*, 2019 LEXIS 166879, *26 (C.D. Cal. June 17, 2019) (PAGA penalties representing 1.25% of gross settlement reasonable, as it “falls within the zero to two percent range for PAGA claims approved by courts.”); *Magadia v. Wal-Mart Assocs.*, 384 F. Supp. 3d 1058, 1101 (2019) (citing *Ceja-Corona v. CVS Pharm., Inc.*, 2015 U.S. Dist. LEXIS 5118 (E.D. Cal. Jan. 14, 2015) (\$10,000 PAGA penalties in settlement of \$900,000), as adopted, 2015 U.S. Dist. LEXIS 25730 (E.D. Cal. Mar. 3, 2015); *Nen Thio v. Genji, LLC*, 14 F. Supp. 3d 1324, 1330 (N.D. Cal. 2014) (\$10,000 PAGA penalties, \$1.25 million settlement); *Franco v. Ruiz Food Prods.*, 2012 U.S. Dist. LEXIS 169057, *5-6 (E.D. Cal. Nov. 27, 2012) (\$10,000 PAGA penalties, \$2.5 million settlement); *Garcia v. Gordon Trucking*, 2012 U.S. Dist. LEXIS 160052 (E.D. Cal. 2012) (\$10,000 PAGA, \$3.7 million settlement). As demonstrated, the amount allocated to PAGA is within the range, or higher, than other settlements.

Lastly, Plaintiffs’ Counsel served the Settlement on the LWDA before filing the motion for approval, therefore satisfying that requirement as set forth in Labor Code § 2699(s)(2). Gómez Decl. ¶ 14, Exhibit 2 (Notice to the LWDA of Proposed PAGA Settlement).

C. The Court Should Conditionally Certify the Settlement Class

Class certification is appropriate where (1) the class is ascertainable and sufficiently numerous; (2) common questions of law and fact predominate over individual issues such that class certification is most efficient; (3) the plaintiff’s claims are typical of those of absent class members; and (4) the

plaintiff's and their counsel will fairly and adequately represent the class. Code of Civ. Proc. § 382, *Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004, 1021 (2012).

1. The Proposed Class is Ascertainable and Numerous

A class is ascertainable where the members “may be readily identified without unreasonable expense or time by reference to official [or business] records.” *See Sevidal v. Target Corp.*, 189 Cal. App. 4th 905, 916 (2010). Here, the proposed Class has been and is capable of being ascertained from Defendants’ records. There are an estimated 1,205 putative Class Members working a total of 66,255 workweeks. Gómez Decl., ¶ 16. Numerosity is therefore satisfied.

2. Common Questions of Law and Fact Predominate

The focus for certification is not the merits of the case, but rather whether “common or individual” questions are likely to arise in the action. *Sav-On Drug Store, Inc. v. Superior Court*, 34 Cal. 4th 319, 327 (2004). Commonality is met if plaintiff's and class members’ claims “depend upon a common contention . . . capable of class-wide resolution—which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011). Here, Plaintiffs’ claims concern the application of employment policies and payroll procedures, issues commonly deemed proper for purposes of class certification and capable of being resolved together rather than through a series of individual cases concerning the same or similar employee experiences. *See, e.g., Benton v. Telecom Network Specialists, Inc.*, 220 Cal. App. 4th 701, 726 (2013) (reversing denial of certification of meal and rest period claims); *Faulkinbury v. Boyd & Associates, Inc.* 216 Cal. App. 4th 220, 240 (2013) (certifying regular rate claim).

3. Plaintiffs’ Claims are Typical

Typicality is satisfied where class representatives have claims typical of those of the other class members. *B.W.I. Custom Kitchen v. Owens-Illinois, Inc.*, 191 Cal. App. 3d 1341, 1347 (1987). Here, Plaintiffs’ claims are typical of those of other Class Members as they were employed by Defendants as non-exempt employees in California. Plaintiffs alleged they were aggrieved by the same challenged

1 policies that resulted in alleged losses to the Class. Plaintiffs' employment claims are typical of those
2 of other Class Members.

3 **4. Plaintiffs and Counsel Will Fairly and Adequately Represent the Class**

4 The adequacy requirement examines conflicts of interest between the named Parties and the
5 classes they seek to represent. *Capital People First v. State Dept. of Dev. Serv.*, 155 Cal. App. 4th 676,
6 697 (2007). Neither Plaintiffs nor proposed Plaintiffs' Counsel have a conflict with the Class. Plaintiffs
7 elected to file a class action as opposed to an individual lawsuit or administrative claim out of a sense
8 of initiative and responsibility to former coworkers. Gómez Decl., ¶ 20. The total \$20,000 service
9 payment allocated to Plaintiffs (\$10,000 to Plaintiff Geissler and \$10,000 to Plaintiff Miller) out of a
10 \$1,750,000 total settlement is not disproportionate that it renders Plaintiffs inadequate. Plaintiffs will
11 provide further justification for the service award at the final approval stage.

12 Adequacy is satisfied for purposes of certification. Plaintiffs respectfully ask that the Court
13 appoint Ferraro Vega Employment Lawyers, Inc. and Wilshire Law Firm as Plaintiffs' Counsel, and
14 Plaintiffs as the Representative.

15 **D. The Court Should Order Distribution of the Class Notice Materials**

16 To satisfy due process, notice to class members must be 'the best practicable, reasonably
17 calculated, under all the circumstances, to apprise interested Parties of the pendency of the action and
18 afford them an opportunity to present their objections.'" *Duran v. Obesity Research Institute, LLC*,
19 1 Cal. App. 5th 635, 647 (2016). Here, the Class Notice and associated notice procedure addressed
20 herein satisfies California Rules of Court, rule 3.766(d) as the most reliable and cost-effective method
21 of notifying Class Members of the Settlement. Class Members are afforded information about the case,
22 the key terms of Settlement, the deadline to opt-out or object, the recovery formula, and the estimated
23 Individual Class Payment, and it advises Class Members they will be bound by the Settlement if they
24 do not affirmatively opt out. The Class Notice further advises the Class of the final fairness hearing
25 and provides the contact information for Plaintiffs' Counsel and the Administrator.

26 Furthermore, the Class Notice (and the Settlement itself) contains customary and standard terms
27 for a wage and hour class action, warranting approval.

1 **IV. CONCLUSION**

2 Plaintiffs request the Settlement be preliminarily approved, the Class Notice be approved and
3 ordered for distribution to the Class, the selected Administrator be approved, Ferraro Vega Employment
4 Lawyers and Wilshire Law Firm be confirmed as Plaintiffs' Counsel, Plaintiffs be confirmed as
5 Representatives, and a final approval hearing date be set at which time Plaintiffs will file a motion for
6 final approval of the Settlement, including a request for the Attorneys' Fees, Litigation Costs, Service
7 Award, and Administration Expenses.

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9 Respectfully submitted,

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11 Dated: July 30, 2026

Ferraro Vega Employment Lawyers, Inc.

12
13 

14 _____
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