

1
2
3
4
5
6
7
8
9

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

10
11
12

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

13
14

Plaintiffs,

15
16

vs.

17
18

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

19
20
21
22

Defendants.

Case No. 25CU015651C

Hon. Matthew C. Braner
Dept. 60

CLASS ACTION

**[PROPOSED] ORDER GRANTING
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, Plaintiffs' Memorandum
of Points and Authorities, Declaration of Conor
J.D. Gómez, and Declaration of Tyler J. Woods]

Action Filed: March 25, 2025

1 This matter came on for hearing on August 21, 2026, at 9:00 a.m. in Department 60 of the
2 above-captioned Court on Plaintiffs' Motion Preliminary Approval of Class Action Settlement
3 ("Motion").

4 Having fully reviewed the Motion, the supporting Memorandum of Points and Authorities,
5 Declaration of Conor J.D. Gómez (and its exhibits), Declaration of Co-Counsel (and its exhibits)
6 including the settlement agreement ("Settlement"), and the notice attached as an exhibit to the
7 Settlement (the "Class Notice"), and in recognition of the Court's duties (to make a preliminary
8 determination as to the reasonableness of any proposed class action settlement; to ensure proper notice
9 is provided to all class members in accordance with due process requirements; and to set a final
10 approval hearing to consider the good faith, fairness, adequacy and reasonableness of the proposed
11 Settlement), the Court makes the following determinations and orders:

12 1. All defined terms used herein without definition shall be given the definition as agreed
13 to by the Plaintiffs Cherie Geissler and Matthew David Miller ("Plaintiffs") and Defendant Grand
14 Pacific Hotel Services, L.P. ("Defendant" and together with Plaintiffs, the "Parties") in the Settlement.

15 2. The Class is, for settlement purposes only, defined and certified as: "all individuals
16 currently or formerly employed by Defendant in California as hourly, non-exempt employees during
17 the Class Period [November 30, 2020, through the date of Preliminary Approval, August 21, 2026,
18 unless shortened by Defendant pursuant to Escalation Clause (Paragraph 7)]" (each a "Class Member",
19 collectively the "Class").

20 3. The PAGA Members are hereby defined as: "all individuals currently or formerly
21 employed by Defendants in California as hourly, non-exempt employees during the PAGA Period."
22 The PAGA Period means "the period from November 13, 2023, through the date of Preliminary
23 Approval, August 21, 2026, unless shortened by Defendants pursuant to [the escalator clause in the
24 Settlement]."

25 4. The Court conditionally finds, for the purposes of approving this \$1,750,000.00
26 Settlement (the "Gross Settlement Amount") only, the proposed Class meets the requirements for
27 certification under § 382 of the California Code of Civil Procedure: (a) the proposed Class is
28 ascertainable and so numerous joinder of all Class Members is impracticable; (b) there are questions of

1 law or fact common to the proposed Class, and a well-defined community of interest among Class
2 Members with respect to the subject matter of the class action; (c) the claims of the Plaintiffs are typical
3 of the claims of the Class Members; (d) the Plaintiffs appear to be adequate to serve in the role of “Class
4 Representatives”; (e) a class action is superior to other available methods for an efficient adjudication
5 of this controversy in the context of settlement; and (f) counsel of record for the Plaintiffs, Ferraro Vega
6 Employment Lawyers, Inc. and Wilshire Law Firm, are qualified to serve as “Class Counsel.”

7 5. The Court finds, on a preliminary basis, the Settlement, incorporated by this reference
8 in full, and made a part of this Order, appears to be within the range of reasonableness of a settlement
9 which could ultimately be given final approval by this Court.

10 6. The Court further finds, on a preliminary basis, (a) the non-reversionary Gross
11 Settlement Amount is fair and reasonable to the Class when balanced against the probable outcome of
12 further litigation relating to class certification, liability and damages issues, and potential appeals;
13 (b) sufficient investigation, research, and informal discovery, have been conducted such that counsel
14 for the Parties are able to reasonably evaluate their respective positions; (c) settlement at this time will
15 avoid substantial costs, delay, and risks presented by further prosecution of the litigation; and (d) the
16 proposed Settlement was reached through prudent and non-collusive negotiations.

17 7. The Court finds the allocation from the common fund of \$50,000.00 to “PAGA
18 Penalties”, including the LWDA Payment of \$32,500.00 (its 65% share of the PAGA Penalties) and
19 \$17,500.00 payment to the PAGA Members, as fair, adequate, and reasonable in light of the overall
20 Gross Settlement Amount and that the proposed Settlement has been adequately submitted to the
21 LWDA in advance of the preliminary approval hearing. Therefore, the Court **APPROVES** the PAGA
22 Payment pursuant to Labor Code § 2699(s)(2).

23 8. The Court finds preliminarily approves Class Counsel to request the Attorneys’ Fees
24 and Litigation Costs at the Final Approval Hearing.

25 9. The Court finds that the allocation of \$14,500.00 to CPT Group, Inc. (the
26 “Administrator”) to be reasonable and preliminarily approves Plaintiffs’ ability to request the final
27 Administration Expenses at the Final Approval Hearing.

1 10. Accordingly, good cause appearing, the Motion for Order Granting Preliminary
2 Approval of Class Action Settlement is **GRANTED**.

3 11. The Court further finds the proposed Class Notice fairly and adequately advises Class
4 Members of (a) pendency of the Settlement; (b) conditional class certification for settlement purposes
5 only; (c) preliminary Court approval of the proposed Settlement; (d) the date, time and place of the
6 Final Approval Hearing; (e) the terms of the proposed Settlement and the benefits available to the Class
7 under the Settlement; (f) their right to receive a proportionate share of the Net Settlement Amount
8 without the need to return a claim form; (g) their right to request exclusion, and the procedures and
9 deadline for doing so; (h) their right to object to the Settlement, and the procedure and deadline for
10 doing so; and (i) their right to appear at the final approval hearing.

11 12. The Court further finds the proposed Class Notice provides the best practicable notice
12 to the Class and comports with the constitutional requirements, including those of due process. The
13 Court further finds that mailing of the Class Notice to the last known address of all Class Members
14 with measures taken for verification of an address and skip tracing of bad addresses, as specifically
15 described within the Settlement, constitutes an effective method of notifying Class Members of their
16 rights with respect to the class action and the Settlement.

17 13. Therefore, for good cause, the Court **APPROVES** the Class Notice for distribution to
18 the Class pursuant to the notice procedures set forth in full in the Settlement.

19 Accordingly, it is **ORDERED** that:

20 a. CPT Group be appointed the Administrator of the Settlement, as more
21 specifically set forth in the Settlement;

22 b. Ferraro Vega Employment Lawyers and Wilshire Law Firm be appointed as
23 Class Counsel;

24 c. Plaintiffs Cherie Geissler and Matthew David Miller be appointed as the
25 Representatives;

26 d. All deadlines, terms, and conditions set forth in the Settlement incorporated by
27 reference into this Order shall apply and govern the Class Notice procedure and response deadlines;
28

1 e. Any Class Member who desires to object may appear in Court at the Final
2 Approval Hearing to present oral objections;

3 f. If for any reason the Court does not execute and file an Order Granting Final
4 Approval of Class Action Settlement, or if the Effective Date, as defined in the Settlement, does not
5 occur for any reason whatsoever, the Settlement and the proposed Settlement that is the subject of this
6 Order, and all evidence and proceedings had in connection therewith, shall be restored without
7 prejudice to the *status quo ante*, pursuant to the terms set forth in the Settlement.

8 14. **IT IS FURTHER ORDERED** that the Final Approval Hearing and a hearing on
9 Plaintiffs' Motion for Attorneys' Fees and Litigation Costs shall both be held before the undersigned at
10 8:30 a.m. on or after January 4, 2027, in this Department.

11 15. At the Final Approval Hearing, the Court will consider the fairness, adequacy, and
12 reasonableness of the proposed Settlement preliminarily approved in this Order and Class Notice
13 process to be effectuated, and to consider the application for the Service Payment to the Class
14 Representative, the Administration Expenses, Attorneys' Fees, and Litigation Costs.

15 16. The Court reserves the right to continue the Final Approval Hearing without further
16 notice to the Class. However, if written objections are submitted, Class Counsel is ordered to serve
17 notice on any such objecting Class Member of the new date and time of the Final Approval Hearing.

18 **IT IS SO ORDERED**

19
20 Date: _____

The Honorable Matthew C. Braner
Judge of the Superior Court