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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

ARMANDO GALLARDO,
individually, and on behalf of other
members of the general public
similarly situated and on behalf of
other aggrieved employees pursuant to
the California Private Attorneys
General Act; OSCAR MEZA,
individually, and on behalf of other
members of the general public
similarly situated;

Plaintiffs,

vs.

L3HARRIS MARITIME SERVICES,
INC., a Delaware corporation; and
DOES 1 through 100, inclusive,
Defendants.

Case No. 3:25-cv-02552-JES-DEB

Honorable James E. Simmons Jr.
Ct rm: 4B

CLASS ACTION

**PLAINTIFFS' NOTICE OF
MOTION AND MOTION FOR
PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT;
MEMORANDUM OF POINTS
AND AUTHORITIES**

Date: October 28, 2026
Time: 9:30 a.m.
Courtroom: 4B

**TO THE HONORABLE COURT AND TO ALL PARTIES AND THEIR
COUNSEL OF RECORD:**

PLEASE TAKE NOTICE that on October 28, 2026, at 9:30 a.m. or as soon thereafter as the matter may be heard before the Honorable James E. Simmons Jr. in Courtroom 4B of the United States District Court for the Southern District of California, located at 221 West Broadway, San Diego, California 92101, Plaintiffs Armando Gallardo and Oscar Meza (“Plaintiffs” or “Class Representatives”) will, and hereby do, move for an order:

- Granting preliminary approval of the proposed class action settlement described herein and as set forth in the Class Action and PAGA Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”), attached as “**EXHIBIT 2**” to the Declaration of Ryan Slinger in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement;
- Certifying the proposed Class for settlement purposes;
- Appointing Plaintiffs Armando Gallardo and Oscar Meza as Class Representatives;
- Appointing Arby Aiwarzian, Yasmin Hosseini, Ryan Slinger, and Alborz Javaheri of Lawyers *for* Justice, PC as Class Counsel;
- Approving the proposed Notice of Class Action Settlement (“Class Notice”), attached as “**EXHIBIT A**” to the [Proposed] Order Granting Preliminary Approval of Class Action and PAGA Settlement, and directing the mailing thereof in accordance with the Settlement Agreement;
- Approving Atticus Class Action Administration as the Administrator; and
- Scheduling a hearing to consider final approval of the Settlement.

This Motion is made pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, which requires approval by the Court of the settlement of a putative

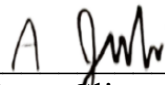
1 class action and allows the Court to preliminarily certify a class for settlement
2 purposes.

3 This motion is based upon the following memorandum of points and
4 authorities, the Settlement Agreement, the Declaration of Proposed Class Counsel
5 (Ryan Slinger) and Proposed Class Representatives (Armando Gallardo and Oscar
6 Meza) in support thereof, as well as the pleadings and other records on file with the
7 Court in this matter, and such evidence and oral argument as may be presented at
8 the hearing on this motion.

9 Dated: September 18, 2026

LAWYERS *for* JUSTICE, PC

10
11 By: _____


12 Ryan Slinger
13 Alborz Javaheri
14 *Attorneys for* Plaintiffs
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MEMORANDUM OF POINTS AND AUTHORITIES

I. SUMMARY OF MOTION

Plaintiffs Armando Gallardo and Oscar Meza (“Plaintiffs” or “Class Representatives”) seek preliminary approval of the Class Action and PAGA Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”) entered into by and between Plaintiffs, individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendant L3Harris Maritime Services, Inc. (“Defendant”), on the other hand. Subject to approval by the Court, Plaintiffs and Defendant (collectively, the “Parties”) have agreed to settle the lawsuit for a Gross Settlement Amount of \$350,000.00.¹

Plaintiffs also seek to provisionally certify the following Class for settlement purposes, which Defendant does not oppose:

All current and former hourly-paid or non-exempt employees of L3Harris Maritime Services, Inc. who were assigned to perform services in California at any time during the Class Period, excluding those individuals who have previously signed separation agreements with general releases (“Class”).²

Class Members who do not submit valid and timely Requests for Exclusion from the Class Settlement (“Participating Class Member”) will receive a *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”). The net

¹ Settlement Agreement, attached as “**EXHIBIT 2**” to Declaration of Ryan Slinger (“Slinger Decl.”), § 1.23. If the actual number of Workweeks exceeds 16,387 by more than 10%, i.e., 18,026 Workweeks during the Class Period, at Defendant's sole election: (1) the Gross Settlement Amount will increase on a pro rata basis equal to the percentage increase in the number of Workweeks above 10% (e.g., if the number of weeks worked by Class Members exceeds by 11%, then the Gross Settlement Amount will increase by 1%), or, (2) the Class and PAGA Periods will end as of the date the number of Workweeks covered by this Settlement reaches 18,026 (“Alternate End Date”). *See id.*, § 8.

² *Id.*, § 1.5. “Class Period” is defined as the period from July 24, 2021, through (a) the date of Preliminary Approval, (b) October 6, 2026, whichever is sooner, or, if applicable, (c) the Alternate End Date. *See id.*, § 1.13.

1 payment of each Participating Class Member’s Individual Settlement Share
2 (“Individual Settlement Payment”) will be distributed to Participating Class
3 Members on a *pro rata* basis based upon the number of weeks during which a
4 Class Member worked for Defendant during the Class Period (“Workweeks”).³

5 The Settlement, upon final approval by the Court and funding of the Gross
6 Settlement Amount, will operate to resolve the Released Class Claims of Plaintiffs
7 and Participating Class Members and the Released PAGA Claims of the State of
8 California.⁴

9 **II. PROCEDURAL HISTORY AND FACTUAL BACKGROUND**

10 Defendant L3Harris Maritime Services, Inc. (formerly known as L3
11 Unidyne, Inc.) is a defense contractor that provides engineering and technical
12 services, end-to-end design, procurement, fabrication, installation, testing, training,
13 equipment assessment, logistics, maintenance, and repair of Hull, Mechanical, and
14 Electrical systems aboard submarines, surface ships, and at Navy shore facilities.
15 Plaintiffs are former employees of Defendant.

16 On May 16, 2025, Plaintiff Armando Gallardo (“Plaintiff Gallardo”)
17 provided written notice by electronic notice to the California Labor and Workforce
18 Development Agency (“LWDA”) and by certified mail to Defendant of the
19 specific provisions of the California Labor Code that were alleged to be violated
20 (“PAGA Notice”).⁵

21 On July 24, 2025, Plaintiff Gallardo filed a Class Action Complaint for
22 Damages in the Superior Court for the County of San Diego, thereby commencing
23 the above-captioned action (“Action”).⁶

24 ³ Settlement Agreement, §§ 1.24, 1.26, 1.38, & 1.48.

25 ⁴ *Id.*, at §§ 5.2 and 5.4. See *id.* at § 5.2 for the full scope of the “Released Class
26 Claims” *id.* at § 5.4 for the full scope of the “Released PAGA Claims,” and *id.* at §
27 1.45 for the definition of the “Released Parties.”

27 ⁵ Slinger Decl., ¶ 2.

28 ⁶ *Id.*, ¶ 3.

1 On September 23, 2025, Plaintiff Gallardo filed a First Amended Class
2 Complaint for Damages (“First Amended Complaint”), thereby adding Plaintiff
3 Meza as a named Plaintiff. Plaintiff Gallardo did not serve the First Amended
4 Complaint upon Defendant.⁷

5 On September 26, 2025, Defendant removed the Action to the United States
6 District Court for the Southern District of California.⁸

7 On November 14, 2025, the Court granted Defendant's Motion to Dismiss,
8 and former defendants L-3 Communications Corporation and L3 Unidyne, Inc.
9 were dismissed with prejudice, and former defendant L3 Technologies, Inc. was
10 dismissed without prejudice.⁹

11 On January 7, 2026, Plaintiffs filed a Second Amended Class Complaint for
12 Damages (“Second Amended Complaint”), thereby adding Plaintiff Meza as a
13 named Plaintiff.¹⁰

14 On January 28, 2026, Defendant filed an Answer to Plaintiff’s Second
15 Amended Class Complaint for Damages.¹¹

16 On August 31, 2026, Plaintiffs filed a Third Amended Class Action
17 Complaint for Damages and Enforcement Under the Private Attorneys General
18 Act, Cal. Lab. Code § 2698, Et Seq. (“Operative Complaint”), adding a PAGA
19 cause of action.¹²

20 Plaintiffs’ core allegations are that Defendant has violated California wage
21 and hour law, including but not limited to laws set forth in the California Labor
22 Code, by engaging in a uniform practice and procedure, with respect to Plaintiffs,
23 Class Members, and Aggrieved Employees of, *inter alia*, failing to pay all

24 ⁷ Slinger Decl., ¶ 4

25 ⁸ *Id.*, ¶ 5.

26 ⁹ *Id.*, ¶ 6.

27 ¹⁰ *Id.*, ¶ 7.

28 ¹¹ *Id.*, ¶ 8.

¹² *Id.*, ¶ 9.

overtime and minimum wages, at all or at the correct rate of pay, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment and upon termination of employment, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses, and thereby engaged in unfair business practices in violation of California Business and Professions Code section 17200, *et seq.*, and conduct giving rise to civil penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq.*). Plaintiffs contend that they, and the Class Members, are entitled to, *inter alia*, unpaid wages, penalties (including and not limited to, penalties pursuant to PAGA), and attorneys' fees and costs.

The Parties have actively litigated the Action since it was commenced on July 24, 2025. On May 6, 2026, the Parties participated in arm's-length and informed negotiations with Mediator Jeremy Naftel, Esq. ("Mediator"), a respected mediator of complex wage and hour actions.¹³ With the aid of the mediator, the Parties reached the Settlement described herein to resolve the Action in its entirety.

III. SUMMARY OF THE SETTLEMENT TERMS

Under the terms of the Settlement, Defendant will pay a Gross Settlement Amount of \$350,000.00 to resolve the Action.¹⁴ Subject to approval by the Court, the Net Settlement Amount will be calculated by deducting the following amounts from the Gross Settlement Amount: (1) attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$122,500.00 if the Gross Settlement Amount remains \$350,000.00 and does not increase upon the unlikely event that the Escalator Clause is triggered) ("Class Counsel Fees Payment"), and litigation costs and expenses in an amount not to exceed

¹³ Settlement Agreement, § 2.2.

¹⁴ *Id.*, § 1.23.

1 \$25,000.00 (“Class Counsel Litigation Expenses Payment”) to Class Counsel; (2)
2 Administration Expenses Payment, which are currently estimated not to exceed
3 \$10,000.00 to the Administrator (“Administration Expenses Payment”); (3) PAGA
4 Penalties of \$35,000.00 (“PAGA Penalties”); and (4) payments in the amount of up
5 to \$10,000.00 each Plaintiff (i.e., \$20,000.00 total) (“Class Representatives Service
6 Payments”).¹⁵ The Parties have agreed to retain Atticus Class Action
7 Administration (“Atticus” or “Administrator”) to handle the notice and settlement
8 administration process.¹⁶

9 The Parties have agreed that the Administrator will determine each Class
10 Member’s *pro rata* share of the Net Settlement Amount that the Class Member
11 may be eligible to receive from the Class Settlement (“Individual Settlement
12 Share”), in accordance with the Settlement Agreement on a *pro rata* per
13 Workweeks basis, which will be adjusted after Final Approval to reflect the total
14 Workweeks worked by Participating Class Member.¹⁷ The Parties have agreed that
15 the Administrator will determine each Aggrieved Employee’s *pro rata* share of the
16 35% share of the PAGA Penalties, in accordance with the Settlement Agreement
17 on a *pro rata* per Pay Periods basis.¹⁸

18 The Parties agree, for purposes of this Settlement, that Individual Settlement
19 Shares will be allocated 20% to the settlement of wage claims (“Wage Portion”)
20 and 80% to the settlement of claims for interest, penalties, and non-wage damages
21 (“Non-Wage Portion”).¹⁹ The Administrator will withhold the employee’s share of
22 taxes and withholdings with respect to the Wage Portion, and issue checks to
23 Participating Class Members for their Individual Settlement Payments. Each
24

25 ¹⁵ Settlement Agreement, §§ 3.2, 3.2.1, 3.2.2, 3.2.3, and 3.2.5.

26 ¹⁶ *Id.*, § 1.2.

27 ¹⁷ *Id.*, § 3.2.4.

28 ¹⁸ *Id.*, § 3.2.5.1.

¹⁹ *Id.*, § 3.2.4.1.

1 Individual PAGA Payment will be allocated as 100% penalties.²⁰ Defendant will
2 provide the funds for any employer-side taxes related to the Individual Settlement
3 Shares.²¹

4 Individual Settlement Payment and Individual PAGA Payment checks will
5 be negotiable for one hundred eighty (180) calendar days after the date of the
6 initial mailing of the check (“Check Void Date”), and thereafter, shall be voided.²²
7 For any leftover funds represented by Individual Settlement Payment and
8 Individual PAGA Payment checks that were canceled after the Check Void Date,
9 the Administrator shall transmit the funds to the State Controller Unclaimed
10 Property Fund in the name of the Participating Class Member and/or Aggrieved
11 Employee.²³

12 Any Class Member may request to be excluded from the Class Settlement by
13 mailing a Request for Exclusion postmarked on or before the date that is forty-five
14 (45) calendar days from the date of the initial mailing of the Class Notice by the
15 Administrator (“Response Deadline”).²⁴ In the case of a re-mailed Class Notice,
16 the Response Deadline shall be extended by fifteen (15) calendar days from the
17 date of the initial Response Deadline.²⁵ Aggrieved Employees shall be bound to the
18 PAGA Settlement irrespective of whether they exercise their option to opt out of
19 the Class Settlement.²⁶

20 Only Class Members who have not submitted a valid and timely Request for
21 Exclusion from the Class Settlement (i.e., Participating Class Members) may
22 object to the Class Settlement by submitting, by email or mail, an Objection, to the
23

24 ²⁰ *Id.*, § 3.2.5.3.

25 ²¹ Settlement Agreement, § 1.23.

26 ²² *Id.*, § 4.4.1.

27 ²³ *Id.*, § 4.4.3.

28 ²⁴ *Id.*, § 1.47.

²⁵ *Ibid.*

²⁶ *Id.*, § 7.5.1.

1 Administrator prior to the Response Deadline or by presenting their objection
2 orally at the Final Approval hearing, regardless of whether they submitted a written
3 objection by email or mail.²⁷

4 In order to challenge the number of Workweeks and/or Pay Periods
5 attributable to an individual Class Member and/or Aggrieved Employee, that Class
6 Member and/or Aggrieved Employee must submit a written letter, by mail or
7 email, to the Administrator, and include information and/or attach documentation
8 demonstrating that the number of Workweeks and/or Pay Periods that they contend
9 should be credited to them are correct.²⁸

10 **IV. LEGAL STANDARD FOR PRELIMINARY APPROVAL OF CLASS**
11 **ACTION SETTLEMENTS**

12 Class action settlements require court approval. Fed. R. Civ. Proc. 23(e).
13 Although judicial policy favors settlement of class actions, *Class Plaintiffs v. City of*
14 *Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992), the decision to approve or reject a
15 settlement is within the trial court’s discretion, and that decision may be reversed only
16 upon a strong showing of “clear abuse of discretion.” *Hanlon v. Chrysler Corp.*, 150
17 F.3d 1011, 1026 (9th Cir. 1998); *Class Plaintiffs*, 955 F.2d at 1276.

18 A settlement should be approved if it is “fundamentally fair, adequate, and
19 reasonable.” *Hanlon*, 150 F.3d at 1026; Fed. R. Civ. P. 23(e). In approving a class
20 action settlement, Courts engage in a two-step process: (1) preliminary approval of the
21 settlement; and (2) a later detailed review after notice is given to class members, to
22 determine whether final approval is appropriate. *Nat’l Rural Telecomms. Coop. v.*
23 *DIRECTV, Inc.*, 221 F.R.D. 523, 525 (C.D. Cal. 2004). At the preliminary approval
24 stage, courts must approve a class action settlement “if it appears to be the product of
25 serious, informed, non-collusive negotiations, has no obvious deficiencies, and does
26

27 ²⁷ Settlement Agreement, §§ 7.7, 7.7.1, and 7.7.2.

28 ²⁸ *Id.*, § 7.6.

1 not improperly grant preferential treatment to class representatives or segments of the
2 class, and falls within the range of possible approval.” *In re Tableware Antitrust*
3 *Litig.*, 484 F. Supp. 2d 1078, 1079 (N.D. Cal. 2007).

4 In evaluating the fairness of the class action settlement, courts should give
5 “proper deference to the private consensual decision of the parties.” *Hanlon*, 150 F.3d
6 at 1027. Courts need only ensure that the settlement is not a product of “fraud or
7 overreaching by, or collusion between, the negotiating parties, and that the settlement,
8 taken as a whole, is fair, reasonable, and adequate to all concerned.” *Id.*

9 **V. THE COURT SHOULD PRELIMINARY APPROVE THE**
10 **SETTLEMENT**

11 Preliminary approval is appropriate if the settlement is “potentially fair,”
12 *Acosta v. Trans Union, LLC*, 243 F.R.D. 377, 386 (C.D. Cal. 2007), and has no
13 “glaring deficiencies” that would make it clear that a final approval hearing is not
14 warranted. *Murillo v. Pac. Gas & Elec. Co.*, 266 F.R.D. 468, 478 (E.D. Cal. Mar. 4,
15 2010). As discussed below, the Settlement resulted from hard-fought litigation and
16 extensive negotiations, and is fair and reasonable. Therefore, the Settlement should be
17 preliminarily approved.

18 **A. The Settlement Resulted from Arm’s-Length Negotiations**
19 **Based Upon Extensive Investigation and Discovery.**

20 An initial presumption of fairness exists “if the settlement is recommended by
21 class counsel after arm’s-length bargaining.” *Harris v. Vector Mktg. Corp.*, No. 08-cv-
22 5198-EMC, 2011 WL 1627973, at *8 (N.D. Cal. Apr. 29, 2011) (citation omitted).
23 Courts give great weight to such recommendation as class counsel is most familiar
24 with the issues underlying the case. *Nat’l Rural*, 221 F.R.D. at 528.

25 The Parties have actively litigated the Action since it commenced on July
26 24, 2025. Both sides investigated the veracity, strength, and scope of the claims
27 throughout the case, and Class Counsel was actively preparing the matter for class
28

1 certification and trial.²⁹

2 Class Counsel conducted significant investigation and formal and informal
3 discovery regarding the facts of the case, including and not limited to, the
4 exchange, review, and analysis of a volume of pages of documents and data from
5 Plaintiffs, Defendant, and other sources.³⁰ Class Counsel served multiple sets of
6 formal written discovery requests onto Defendant (specifically, Requests for
7 Production of Documents (Set One), and Interrogatories (Sets One and Two)) and
8 reviewed Defendant's responses thereto.³¹ Additionally, Class Counsel noticed the
9 deposition of Defendant's Persons Most Knowledgeable, and reviewed
10 Defendant's Objection thereto.³² Furthermore, Class Counsel reviewed and
11 analyzed Defendant's Notice and Amended Notices of Taking the Deposition of
12 Plaintiff Oscar Meza, and served an Objection thereto.³³ The volume of data and
13 documents that Class Counsel reviewed and analyzed included and was not limited
14 to: Plaintiffs' employment records, Class Members' time and pay data,
15 Defendant's Employee Handbook, company policy acknowledgements, internal
16 memoranda, Defendant's operations and employment practices, forms, procedures,
17 and policies, among other information and documents.³⁴ Class Counsel had the
18 opportunity to interview Plaintiffs to gather facts and to identify potential
19 witnesses.³⁵ In addition, Class Counsel has extensive experience in California
20 wage-and-hour class actions.³⁶

23 ²⁹ Slinger Decl., ¶ 27.

24 ³⁰ Ibid.

25 ³¹ Ibid.

26 ³² Ibid.

27 ³³ Ibid.

28 ³⁴ Ibid.

³⁵ Ibid.

³⁶ *Id.*, ¶¶ 20-24.

The Parties engaged in extensive settlement negotiations and participated in a full-day mediation conducted by Jeremy Naftel, Esq., a well-respected mediator experienced in mediating complex labor and employment matters.³⁷ Prior to and during the mediation and settlement negotiations, the Parties exchanged extensive information and engaged in discussions regarding their evaluations of the case and various aspects of the case, including but not limited to, the risks and delays of further litigation, including the risks of proceeding with class certification and/or representative adjudication, the law relating to off-the-clock theory, regular rate, meal and rest periods, PAGA representative claims, and wage-and-hour enforcement; the evidence produced and analyzed; and the possibility of appeals.³⁸ During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position.³⁹ Arriving at a settlement that was acceptable to both Parties was not easy. Both sides felt strongly about their ability to prevail at certification and at trial.⁴⁰ After conducting investigations, formal and informal discovery, extensive settlement negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement⁴¹ given the legal issues relating to Plaintiffs' principal claims, as well as the costs and risks to both sides that would attend further litigation.⁴²

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³⁷ Slinger Decl., ¶ 26.

³⁸ Ibid.

³⁹ Ibid.

⁴⁰ Ibid.

⁴¹ See *Hanlon*, 150 F.3d at 1027 (affirming approval of settlement after finding "no evidence to suggest that the settlement was negotiated in haste or in the absence of information illuminating the value of plaintiffs' claims"); see also *Villegas v. J.P. Morgan Chase & Co.*, No. CV 09-00261 SBA (EMC), 2012 WL 5878390, at *6 (N.D. Cal. Nov. 21, 2012) (stating that participation in private mediation "tends to support the conclusion that the settlement process was not collusive").

⁴² Slinger Decl., ¶ 26.

B. The Settlement Is Fair, Reasonable, and Adequate.

The Settlement represents a fair, adequate, and reasonable resolution of the matter.⁴³ The Settlement was calculated using the information and data uncovered during litigation, case investigation, and the formal and informal exchange of information.⁴⁴ The Settlement takes into account the potential risks and rewards inherent in any case and, in particular, in the matter at issue.⁴⁵ Moreover, considering all of the facts and circumstances of the lawsuit, the Settlement represents a fair, reasonable, and adequate recovery for the Class.⁴⁶

Assuming that the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representatives Service Payments, PAGA Penalties, and Administration Expenses Payment are approved by the Court and paid in the full amounts provided for by the Settlement, the Settlement provides for a Net Settlement Amount that is currently estimated to be \$137,500.00.⁴⁷ Additionally, 35% of the PAGA Penalties, which is \$12,250.00 out of \$35,000.00, will be distributed to the Aggrieved Employees. The entire Net Settlement Amount will be fully paid out to the Participating Class Members, in accordance with the Settlement Agreement.

The amount of each Participating Class Member's Individual Settlement Share and each Aggrieved Employee's Individual PAGA Payment will be calculated based on their Workweeks and/or Pay Periods during the Class Period and PAGA Period, respectively.⁴⁸ Even at the final approval stage: "an allocation formula need only have a reasonable, rational basis, particularly if recommended by experienced and competent class counsel." *Nguyen v. Radiant Pharm. Corp.*, No. 11-

⁴³ Slinger Decl., ¶ 37.

⁴⁴ *Id.*, ¶¶ 26 & 27.

⁴⁵ *Id.*, ¶¶ 26 & 37.

⁴⁶ *Id.*, ¶ 37.

⁴⁷ *Id.*, ¶ 11.

⁴⁸ Settlement Agreement, §§ 3.2.4 & 3.2.5.1.

1 cv-00406, 2014 WL 1802293, at *5 (C.D. Cal. May 6, 2014); *see also Maley v. Del*
2 *Global Techs. Corp.*, 186 F. Supp. 2d 358, 367 (S.D.N.Y. 2002). Here, the allocation
3 is reasonably related to the number of Workweeks and/or Pay Periods actually
4 worked for Defendant during the relevant period and should be approved.

5 In light of the foregoing considerations, Class Counsel believes that the
6 Settlement as a whole is fair, reasonable, and adequate, and is in the best interest of
7 the Class Members, Aggrieved Employees, and the State of California.⁴⁹ Although
8 the recommendations of Class Counsel are not conclusive, the Court can properly
9 take the recommendations into account, particularly if Class Counsel appear to be
10 competent, and have experience with this type of litigation, and investigation have
11 been completed, as is the case here. Accordingly, the Court should grant
12 preliminary approval of the Settlement.

13 **C. The Settlement Is of Significant Value.**

14 The Parties conducted extensive formal and informal discovery and
15 exchanged a volume of documents, data, and information prior to mediation.⁵⁰ The
16 information that Class Counsel obtained from Plaintiffs, Defendant, and other
17 sources allowed Class Counsel to develop valuation models in order to evaluate the
18 potential value and merit of the claims, and perform a complete evaluation of
19 Defendant's defenses thereto.⁵¹ As outlined in the Declaration of Ryan Slinger,
20 Class Counsel performed an extensive analysis of each and every claim prior to
21 entering into the Settlement.⁵²

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26 ⁴⁹ Slinger Decl., ¶ 37.

27 ⁵⁰ *Id.*, ¶¶ 27 & 28.

28 ⁵¹ *Id.*, ¶ 30.

⁵² *Id.*, ¶ 34.

**VI. CERTIFICATION OF THE CLASS IS APPROPRIATE UNDER
RULE 23**

The requisites for establishing class certification are met, and the Parties have stipulated to conditional certification of the Class for settlement purposes only.⁵³ Class certification under Rule 23(a) is appropriate where the plaintiff demonstrates the four requirements of Rule 23(a) (numerosity, commonality, typicality, and adequacy of representation), and one of the three requirements of Rule 23(b). *Valentino v. Carter-Wallace, Inc.*, 97 F.3d 1227, 1234 (9th Cir. 1996).

A. Numerosity.

A class is sufficiently numerous if it is “so large that joinder of all members is impracticable.” Fed. R. Civ. P. 23(a)(1). A reasonable estimate of the number of purported class members is sufficient to meet the numerosity requirement.” *In re Badger Mountain Irr. Dist. Sec. Litig.*, 143 F.R.D. 693, 696 (W.D. Wash. 1992).

The Class here is estimated to be approximately 122 individuals, as of March 11, 2026, which is sufficiently numerous.⁵⁴ The proposed Class is sufficiently numerous, and joinder of all Class Members would be impractical. *See Mazza v. Am. Honda Motor Co.*, 254 F.R.D. 610, 617 (C.D. Cal. 2008), *rev’d on other grounds*, 666 F.581, 593 (9th Cir. 2012) (“As a general rule, classes of forty or more are considered sufficiently numerous.”).

B. Commonality.

A settlement class has sufficient commonality “if there are questions of fact and law which are common to the class.” Fed. R. Civ. P. 23(a)(2). An affirmative showing of at least one common question of law or fact satisfies this requirement.⁵⁵ Commonality has been found to exist when there is a common legal issue stemming

⁵³ Settlement Agreement, § 11.1.

⁵⁴ Slinger Decl., ¶ 17.

⁵⁵ *Dukes v. Wal-Mart, Inc.*, 564 U.S. 338, 350 & 359 (2011); *see also Hanlon*, 150 F.3d at 1019 (“All questions of fact and law need not be common to satisfy the rule.”).

1 from divergent factual predicates or a common nucleus of facts leading to different
2 legal remedies. *Hanlon*, 150 F.3d at 1019.

3 Courts generally find commonality where “the lawsuit challenges a system-
4 wide practice or policy that affects all of the putative class members[]” and divergent
5 ways in which these practices affect individual Class Members, if any, do not
6 undermine the finding of commonality.⁵⁶ Here, based on the documents and
7 information obtained through formal and informal discovery and exchange of
8 information in the case, Plaintiffs contend that Class Members performed similar
9 job duties and were subject to uniform operations and employment policies,
10 practices, and procedures during the Class Period, including payroll and
11 recordkeeping practices.⁵⁷ As a result, Plaintiffs claim that all of the Class
12 Members were uniformly not paid all compensation due to them from Defendant
13 during the time period at issue. Plaintiffs maintain that the outcome of this
14 litigation would be determined by Defendant’s alleged uniform operations and
15 employment policies and procedures that applied across its hourly-paid or non-
16 exempt employees of L3Harris Maritime Services, Inc. who were assigned to
17 perform services in California at any time during the Class Period, excluding those
18 individuals who have previously signed separation agreements with general
19 releases. Accordingly, the commonality requirement is satisfied for settlement
20 purposes.

21 **C. Typicality.**

22 The typicality requirement is satisfied where “the cause of the injury is the
23 same,” as here, and the injury claimed by the named plaintiffs are “similar” to that of
24 unnamed class members. *Armstrong*, 275 F.3d at 868-69. They need not be
25 “identical.” *Id.* at 869.

26 ⁵⁶ *Armstrong v. Davis*, 275 F.3d 849, 868 (9th Cir. 2001), *abrogated on other grounds*
27 *by Johnson v. California*, 543 U.S. 499, 504-05 (2005); *Blackie v. Barrack*, 524 F.2d
28 891, 902 (9th Cir. 1975), *cert denied*, 429 U.S. 816 (1976).

⁵⁷ Slinger Decl., ¶ 18.

As members of the Class who were subject to these same policies, practices, and procedures, Plaintiffs' claims are typical of the Class. Moreover, Plaintiffs have no interests adverse to the Class. Given the structure of the Settlement, the proposed Class satisfies the typicality requirement for settlement purposes as Plaintiffs' claims arise from the same factual basis and are based on the same legal theories as those applicable to all other Class Members. *Welmer v. Syntex*, 117 F.R.D. 641, 644 (N.D. Cal. 1987).

D. Adequacy of Representation.

Rule 23(a)(4) requires that: (1) Class Representatives fairly and adequately protect the interests of the class, and (2) Class Counsel be qualified and competent to conduct the litigation. *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 462 (9th Cir. 2000). The requirement "tends to merge with the commonality and typicality criteria of Rule 23(a)."⁵⁸ The inquiry turns on whether "the named plaintiffs and their counsel have any conflicts of interest with other class members" and "whether the named plaintiffs and their counsel [will] prosecute the action vigorously on behalf of the class." *Hanlon*, 150 F.3d at 1020.

1. *Appointment of Class Representatives*

Plaintiffs meet the requirements under Federal Rule of Civil Procedure 23(a)(4), for appointment to represent the Class. Plaintiff Gallardo took steps to initiate and Plaintiffs have taken steps to maintain this action and to ensure that it comes to a fair and reasonable resolution.⁵⁹ Plaintiffs spent a substantial amount of time and effort in producing relevant documents and past employment records and providing the facts and evidence necessary to attempt to prove the allegations.⁶⁰

⁵⁸ *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 626 n.20 (1997); see also *Manual for Complex Litig., Fourth Ed.* § 21.132 ("a settlement class must be cohesive").

⁵⁹ Slinger Decl., ¶ 19.

⁶⁰ Slinger Decl., ¶ 19; Declaration of Armando Gallardo in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement ("Gallardo Decl."), ¶¶ 3-5; & Declaration of Oscar Meza Plaintiffs' in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement ("Meza

1 Plaintiffs were available whenever Class Counsel needed them and actively tried to
2 obtain and provide information that would facilitate the pursuit of the class and
3 PAGA claims.⁶¹ Importantly, Plaintiffs have retained a law firm well-versed in
4 wage and hour class actions, which has at all times represented the best interests of
5 Plaintiffs and the Class.⁶² As such, Plaintiffs have demonstrated that they have and
6 will continue to fairly and adequately represent the Class, and appointment of
7 Plaintiffs as Class Representatives is appropriate.

8 ***2. Appointment of Class Counsel***

9 Class Counsel meets the requirements under Federal Rule of Civil Procedure
10 23(g), for appointment to represent the Class. Class Counsel reviewed a volume of
11 pages of documents and data⁶³ and also interviewed and obtained information from
12 Plaintiffs and other percipient witnesses, researched applicable law, undertook
13 damages/valuation calculations, and met and conferred with Defendant's counsel
14 regarding the pleadings and the production of documents and data prior to
15 mediation.⁶⁴ Counsel for the Parties also undertook extensive settlement
16 discussions, which included participating in mediation.⁶⁵ Class Counsel is well-
17 experienced in wage-and-hour class action litigation and used that experience to
18 obtain a great result for the Class.⁶⁶ As such, appointment of Arby Aiwarzian,
19 Yasmin Hosseini, Ryan Slinger, and Alborz Javaheri of Lawyers for Justice, PC as
20 Class Counsel is appropriate.

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24 Decl.”), ¶¶ 3-5.

25 ⁶¹ Slinger Decl., ¶ 19; Gallardo Decl., ¶¶ 3-5; & Meza Decl.”), ¶¶ 3-5.

26 ⁶² Slinger Decl., ¶¶ 20-24.

27 ⁶³ *Id.*, ¶ 27.

28 ⁶⁴ *Ibid.*

⁶⁵ *Ibid.*

⁶⁶ *Id.*, ¶¶ 20-24, Exh. 2.

1 **E. Predominance and Superiority.**

2 The proposed Class meets the requirements of Rule 23(b)(3) for settlement
3 purposes because: (1) common questions predominate over questions that affect
4 individual members and (2) class resolution is superior to other available means of
5 adjudication. When assessing predominance and superiority, a court may consider that
6 the proposed class will be certified for settlement purposes only. *See Amchem Prods.*,
7 521 U.S. at 618-20. Where the matter is being settled, a showing of manageability at
8 trial is unnecessary. *Id.* at 620. At this stage, the relevant inquiry is “whether the
9 proposed classes are sufficiently cohesive to warrant adjudication by representation.”
10 *Id.* at 618-20, 623; *see also Hanlon*, 150 F.3d at 1022.

11 Here, the proposed Class is sufficiently cohesive to warrant certification. For
12 settlement purposes, common questions of fact and law affecting Class Members
13 predominate over any questions that may affect only individual members.
14 For example, Defendant’s alleged failure to properly pay their employees for all hours
15 worked and provide compliant meal and rest periods are alleged to arise from
16 Defendant’s uniform policies, practices, and procedures. As such, the questions of fact
17 and law relating to these issues predominate.

18 Moreover, a class resolution is superior to other available means for the fair and
19 efficient adjudication of the controversy. *See Hanlon*, 150 F.3d at 1023.
20 The superiority requirement involves a “comparative evaluation of alternative
21 mechanism of dispute resolution.” *Id.* Here, the alternative method of resolution is
22 individual claims, subject to proof, for relatively small amounts of damages, which
23 would be uneconomical for potential plaintiffs. Therefore, a class resolution is
24 superior to any other available methods

25 Accordingly, the Court should certify the Class for settlement purposes only.

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**VII. ALLOCATION FOR CLASS COUNSEL FEES PAYMENT AND
CLASS COUNSEL LITIGATION EXPENSES PAYMENT**

Class Counsel has litigated the matter for over one (1) year and was actively preparing the matter for class certification and trial.⁶⁷ The ongoing work has been extensive, demanding, and ultimately successful in achieving a substantial settlement resolution. Class Counsel reviewed a volume of pages of documents and data⁶⁸ and also interviewed and obtained information from Plaintiffs and other percipient witnesses, researched applicable law, undertook damages/valuation calculations, and met and conferred with Defendant's counsel regarding the pleadings and the production of documents and data prior to mediation.⁶⁹ Counsel for the Parties also undertook extensive settlement discussions, which included participating in mediation.⁷⁰

Class Counsel is well-experienced in wage-and-hour class action litigation and used that experience to obtain a great result for the Class.⁷¹

The Settlement establishes a Gross Settlement Amount of \$350,000.00, and provides for Class Counsel to apply to the Court consisting of attorneys' fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$122,500.00 if the Gross Settlement Amount remains \$350,000.00 and does not increase upon the unlikely event that the Escalator Clause is triggered) and reimbursement of actual costs and expenses in an amount up to \$25,000.00.⁷²

Under California and Ninth Circuit precedent, a court has discretion to determine attorneys' fees using either the lodestar method or the percentage-of-the-

⁶⁷ Slinger Decl., ¶ 26.

⁶⁸ *Id.*, ¶ 27.

⁶⁹ *Ibid.*

⁷⁰ *Ibid.*

⁷¹ *Id.*, ¶¶ 20-24, Exh. 2.

⁷² Settlement Agreement, § 3.2.2.

fund method.⁷³ District courts may adjust the twenty-five percent (25%) benchmark (observed by the Ninth Circuit) upward or downward if “the percentage recovery would be either too small or large in light of the hours devoted to the case or other relevant factors.” *Six (6) Mexican Workers v. Ariz. Citrus Growers*, 904 F.2d 1301, 1311 (9th Cir. 1990); *Staton*, 327 F.3d at 968; *Vizcaino*, 290 F.3d at 1048. If a proposed class action settlement includes an award of attorneys’ fees, courts must evaluate that fee award on a case-by-case basis in the overall context of the settlement, and an award above the twenty-five percent (25%) benchmark may be warranted.⁷⁴ In California, attorneys’ fees tend to be awarded above the twenty-five percent (25%) federal benchmark. *See Van Vranken*, 901 F.Supp. at 297 (holding that fee awards of 30-50% are more typical where the fund is less than \$10 million); *Craft v. City of San Bernardino*, 624 F.Supp.2d 1123, 1127 (C.D. Cal. 2008) (holding that attorneys’ fees in cases where the fund is below \$10 million are often more than 25%). Moreover, “awards in the Central District are in the 20% to 50% range.” *Clayton v. Knight Transp.*, 2013 WL 5877213, at *23 (E.D. Cal. Oct. 30, 2013).⁷⁵

⁷³ It is appropriate to calculate and award attorneys’ fees as a percentage of a monetary funds that has, by litigation, been preserved or recovered for the benefit of others. *Laffitte v. Robert Half Int’l, Inc.* 1 Cal.5th 480, 486 & 506 (2016); *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 253 (2001); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043 (9th Cir. 2002); *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 942 (9th Cir. 2011). The percentage method is based on the amount of total recovery, as opposed to the total amount of claims made, and is well established in federal courts and the Ninth Circuit. *Boeing v. Van Gemert*, 444 U.S. 472, 478 (1980); *In re Hill*, 775 F.2d 1037 (9th Cir. 1985); *Williams v. MGM-Pathe Comm’n Co.*, 129 F.3d 1026 (9th Cir. 1997); *In re Agent Orange Prod. Liability Litig.*, 818 F.2d 226, 232 (2d Cir. 1987).

⁷⁴ *Knisley v. Network Assocs.*, 312 F.3d 1123, 1126 (9th Cir. 2002); *Vizcaino*, 290 F.3d at 1048; *Knight v. Red Door Salons, Inc.*, 2009 WL 248367, at *6 (N.D. Cal. Feb. 2, 2009).

⁷⁵ Other districts usually award attorneys’ fees in the 30-40% range in wage-and-hour class actions that result in recovery of a common fund under \$10 million. *See Vasquez v. Coast Valley Roofing, Inc.*, 266 F.R.D. 482, 491-92 (E.D. Cal. 2010) (citing recent wage-and-hour class actions where district courts approved attorneys’ fee awards ranging from 30-33%); *Singer v. Becton Dickinson and Co.*, 2010 WL 2196104, *8 (S.D. Cal. June 1, 2010) (approving attorneys’ fees of one-third of the common fund and holding that the award was similar to awards in other wage-and-hour class actions

The goal is to award “reasonable compensation for creating a common fund.” *Paul, Johnson, Alston & Hunt v. Graulity*, 886 F.2d 268, 272 (9th Cir. 1989). In reviewing a fee award request, courts consider the following factors: (1) the results achieved; (2) whether there are benefits to the class beyond the immediate generation of a cash fund; (3) the risks of litigation; (4) the skill required of counsel and quality of the work performed; (5) the contingent nature of the fee and the foregoing by counsel of other work; and (6) the reactions of the class. *Vizcaino*, 290 F.3d at 1048-50; *In re Toyota Motor Corp.*, 2013 WL 3224585 (C.D. Cal. June 17, 2013).

The proposed Class Notice provides Class Members that an award of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment will be sought, and the amount allocated toward the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment by the Settlement.⁷⁶

Class Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.⁷⁷

Class Counsel will provide extensive evidence as to the time worked, litigation efforts, and further argument at the time of filing Plaintiffs’ Motion for Final Approval of the Settlement and application for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment at the Final Approval Hearing, pursuant to Rule 23(h). Considering the work performed and the risks incurred, the attorneys’ fees provided for by the Settlement are well within the range of reasonableness for preliminary approval. *See Vizcaino*, 290 F.3d at 1051.

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VIII. ADEQUACY OF THE METHOD OF NOTICE

where fees ranged from 30.3-40%); *Romero v. Producers Dairy Foods, Inc.*, 2007 WL 3492841 (E.D. Cal. Nov. 14, 2007) (recognizing that “fee awards in class actions average around one-third” of the settlement).

⁷⁶ Settlement Agreement., Exh. A.

⁷⁷ Slinger Decl., ¶ 12.

“Adequate notice is critical to court approval of a class settlement under Rule 23(e).” *Hanlon*, 150 F.3d at 1025. A class notice must be “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B). A class notice is adequate if it “generally describes the terms of the settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be heard.” *Churchill Vill. LLC v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004). The notice must also be “neutral and objective in tone and should neither promote nor discourage the assertion of claims.” *Schaefer v. Overland Express Family of Funds*, 169 F.R.D. 124, 131 (S.D. Cal. 1996).

The proposed Class Notice describes the Settlement, the deadlines and procedures to submit an objection to the Class Settlement, submit a Request for Exclusion from the Class Settlement, and/or dispute regarding Workweeks and/or Pay Periods, and the date and time set for the Final Approval Hearing.⁷⁸ The proposed Class Notice summarizes the proceedings to date and the terms and conditions of the Settlement and all of this information is “clearly and concisely state[d] in plain, easily understood language.” Fed. R. Civ. P. 23(c)(2)(B).⁷⁹ The proposed Class Notice recognizes that the Court has not yet granted final approval of the settlement.⁸⁰ The proposed Class Notice also apprises the Class Members and Aggrieved Employees of, *inter alia*, how their Individual Settlement Share and if applicable, their Individual PAGA Payment is calculated and the number of Workweeks and/or Pay Periods credited to them.⁸¹

All Class Members can and will be identified by Defendant through a review of their records. Upon receipt of the Class Data, the Administrator will perform a search

⁷⁸ Settlement Agreement, Exh. A.

⁷⁹ *Ibid.*

⁸⁰ *Ibid.*

⁸¹ *Ibid.*

1 based on the National Change of Address Database to update Class Member
2 addresses.⁸² Accordingly, the proposed Class Notice is adequate and is the best notice
3 practicable under Rule 23(c)(2)(B).

4 The Class Notice also fulfills the requirement of neutrality in class notices. The
5 Class Notice provides a brief, neutral explanation of the case from the perspective of
6 both parties and recognizes that the Court has not yet granted final approval of the
7 Settlement.⁸³ The Class Notice sets forth in an accurate and informative manner the
8 procedures and deadlines governing the submission of Requests for Exclusion,
9 Objections, and challenges to Workweeks and/or PAGA Pay Periods. The proposed
10 Class Notice satisfies all due process requirements and complies with the standards of
11 fairness, completeness, and neutrality. Accordingly, the Court should approve the
12 proposed Class Notice.

13 **IX. APPOINTMENT OF THE ADMINISTRATOR**

14 The Parties have selected Atticus Class Action Administration as the
15 Administrator. Within fourteen (14) calendar days of receipt of the Class Data, the
16 Administrator will send to all Class Members identified in the Class Data, via first-
17 class United States Postal Service (“USPS”) mail, the Class Notice, with Spanish
18 translation.⁸⁴ The Administrator will skip-trace returned Class Notice and re-mail
19 the Class Notice to the new addresses within five (5) calendar days.⁸⁵ In the case of
20 a re-mailed Class Notice, the Response Deadline will be extended by an additional
21 fifteen (15) calendar days after from the initial Response Deadline.⁸⁶ The

22 ⁸² Settlement Agreement, § 7.4.2; *See Elsen v. Carlisle & Jacqueline*, 417 U.S. 156,
23 175-77 (1974) (Individual notice by mail “is clearly the ‘best notice practicable’
24 within the meaning of Rule 23(c)(2)” where “all class members [] can be identified
with reasonable effort”).

25 ⁸³ *See Hoffmann-La Roche Inc. v. Sperling*, 493 U.S. 165, 174 (1989) (“[C]ourts must
26 be scrupulous to respect judicial neutrality” in overseeing the class action notice
process and “avoid even the appearance of judicial endorsement of the merits of the
action[.]”).

27 ⁸⁴ Settlement Agreement, § 7.4.2.

28 ⁸⁵ *Id.*, § 7.4.3.

⁸⁶ Settlement Agreement, § 7.4.4.

Administrator will receive and process Requests for Exclusion, Objections, and any challenges to Workweeks and/or Pay Periods.⁸⁷ In addition, the Administrator will be responsible for printing, distributing, and tracking Class Notices and other documents for the Settlement; calculating and distributing payments due under the Settlement; issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances; providing necessary reports and declarations; and other duties and responsibilities to process the Settlement and as requested by the Parties.⁸⁸ The Administration Expenses Payment is currently estimated to be \$10,000.00 and will be paid out of the Gross Settlement Amount, subject to approval by the Court.⁸⁹ Accordingly, Plaintiffs respectfully request that the Court appoint Atticus Class Action Administration as the Administrator and direct the mailing of the Class Notice to the Class Members and Aggrieved Employees in the manner outlined and based on the proposed deadlines as described herein and set forth in the Settlement Agreement.

X. ALLOCATION FOR CLASS REPRESENTATIVES SERVICE PAYMENTS

Plaintiffs respectfully request that the Court appoint them as the Class Representatives and preliminarily approve the Class Representatives Service Payments in an amount up to \$10,000.00 to each Class Representative (i.e., \$20,000.00 total).⁹⁰

The trial court has discretion to award incentives to the class representatives.⁹¹ Courts routinely approve incentive awards to class representatives for their time and

⁸⁷ *Id.*, §§ 7.5.1, 7.6, & 7.7.1

⁸⁸ *Id.*, §§ 3.2.3, 3.2.4, 3.2.5, 7.4 & 7.8.

⁸⁹ *Id.*, § 3.2.3.

⁹⁰ *Id.*, § 3.2.1.

⁹¹ *See In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 463 (9th Cir. 2000). In assessing the reasonableness of an incentive award, several district courts in the Ninth Circuit have considered the factors set forth in *Van Vranken v. Atl. Richfield Co.*, 901 F. Supp. 294, 299 (N.D. Cal. 1995): (1) the risk to the class representative in

efforts, and the risks they undertake on behalf of the class. *See, e.g., Staton v. Boeing*, 327 F.3d 938, 976-78 (9th Cir. 2003) (discussing cases approving incentive awards in the range of \$2,000 to \$25,000). “Incentive awards are particularly appropriate in wage-and-hour actions” because named plaintiffs bear “a significant reputational risk for bringing suit against their former employers.” *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 267 (N.D. Cal. Mar. 19, 2015) (quotation marks omitted).

Plaintiffs spent a substantial amount of time and effort in producing relevant documents and past employment records and providing the facts and evidence necessary to attempt to prove the allegations.⁹² Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain and provide information that would facilitate the pursuit of the class and PAGA claims.⁹³ Accordingly, it is appropriate and just for Plaintiffs to receive \$10,000.00 each (i.e., \$20,000.00 total) for their services on behalf of the Class, Aggrieved Employees, and the State of California, in addition to their individual settlement payments.

XI. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant Preliminary Approval of the Settlement; conditionally certify the Class for settlement purposes; preliminary appoint and designate Lawyers for Justice, PC as Class Counsel; appoint Plaintiffs Armando Gallardo and Oscar Meza as Class Representatives; appoint Atticus Class Action Administration as Administrator; preliminarily approve the allocations for Class Counsel Fees Payment, Class

commencing a class action; (2) the notoriety and personal difficulties encountered by the class representative; (3) the amount of time and effort spent by the class representative; (4) the duration of the litigation; and (5) the personal benefit, or lack thereof, enjoyed by the class representative as a result of the litigation. *See, e.g., In re Toys “R” Us-Del., Inc. FACTA Litig.*, 295 F.R.D. 438, 470 (C.D. Cal. 2014); *Covillo v. Specialty’s Café*, No. C-11-00594 DMR, 2014 WL 954516, at *7 (N.D. Cal. Mar. 6, 2014); *Carr v. Tadin, Inc.*, 51 F. Supp. 3d 970, 986 (S.D. Cal. 2014).

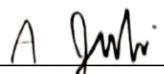
⁹² Slinger Decl., ¶ 19; Gallardo Decl., ¶¶ 3-5; & Meza Decl., ¶¶ 3-5.

⁹³ *Ibid.*

1 Counsel Litigation Expenses Payment, Class Representatives Service Payments,
2 PAGA Penalties, and Administration Expenses Payment; approve the proposed
3 Class Notice; direct the Administrator to undertake the notice and settlement
4 administration process in conformity with the deadlines and procedures provided
5 by the Settlement Agreement; and to schedule a Final Approval Hearing to take
6 place in approximately 5 months.

7
8 Dated: September 18, 2026

LAWYERS *for* JUSTICE, PC

9
10 By: 
11 Ryan Slinger
12 Alborz Javaheri
13 *Attorneys for Plaintiffs*
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