

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF SUFFOLK

WHITNEY LOY AND STEPHANIE HANSON, on  
behalf of themselves and all others similarly situated,

Plaintiffs,

-against-

INTEL CORPORATION,

Defendant.

Index No. 610023/2026

**AFFIRMATION OF JUSTIN M. SWARTZ IN SUPPORT OF PLAINTIFFS’  
UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION  
SETTLEMENT**

I, Justin M. Swartz, an attorney duly admitted to practice before the Courts of the State of New York, hereby affirm as follows:

1. I am a partner at Outten & Golden LLP (“O&G”) in New York, New York, Plaintiffs’ Counsel herein. O&G is a 50-plus attorney firm based in New York City that focuses on representing plaintiffs in a wide variety of employment matters, including individual and class action litigation involving wage and hour, discrimination, and harassment claims, as well as contract and severance negotiations.

2. Along with the Shavitz Law Group, P.A. and Misiano Law, my firm, Outten & Golden LLP, is responsible for prosecuting Plaintiffs’ claims.

3. I make this declaration in support of Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement, Certification of the Settlement Class and the FLSA

Collective, and Approval of the Service Payments for Named Plaintiffs, Class Counsels' fees and costs, and the Settlement Administrator's fees and costs.

4. I have personal knowledge of the matters set forth herein and would so testify if called as a witness at trial.

### **Background and Experience**

5. I received a Juris Doctor degree from DePaul University School of Law in 1998 with honors. Since then, I have exclusively represented plaintiffs in employment litigation and other employee rights matters.

6. I was admitted to the bar of the State of Illinois in 1998 and the bar of the State of New York in 2002. I am also admitted to the bars of the First and Second Circuit Courts of Appeals, the United States District Courts for the Western, Eastern, and Southern Districts of New York, and the Northern District of Illinois. I am a member in good standing of each of these bars.

7. From September 1998 through February 2002, I was associated with Stowell & Friedman, Ltd. in Chicago, Illinois, where I represented plaintiffs in class actions and multi-plaintiff employment discrimination cases. From March 2002 through October 2003, I worked for Goodman & Zuchlewski, LLP in New York City, where I represented employees in discrimination cases and other employee rights matters.

8. Since joining O&G in December 2003, I have been engaged primarily in prosecuting wage and hour class and collective actions and class action discrimination cases.

9. I am or was co-lead counsel on many wage and hour cases that district courts have certified as class actions and/or collective actions including *Torres v. Gristede's Operating Corp.*, No. 04 Civ. 3316, 2006 WL 2819730 (S.D.N.Y. Sept. 29, 2006), in which the Court

granted summary judgment in favor of plaintiffs and a class of more than 300 grocery store employees, *see* 628 F. Supp. 2d 447 (S.D.N.Y. Aug. 28, 2008). Others include *Lauture v. A.C. Moore Arts & Crafts, Inc.*, No. 17 Civ. 10219, 2017 WL 6460244, at \*1 (D. Mass. June 8, 2017) (approving settlement of nationwide wage and hour collective action); *Blum v. Merrill Lynch & Co.*, Nos. 15 Civ. 1636, 15 Civ. 2960, slip op. at 2 (S.D.N.Y. May 6, 2016) (same); *Puglisi v. T.D. Bank, N.A.*, No. 13 Civ. 637, 2015 WL 4608655, at \*1 (E.D.N.Y. July 30, 2015) (certifying class and approving settlement of nationwide wage and hour class and collective action); *Puglisi v. TD Bank, N.A.*, No. 13 Civ. 637, 2015 WL 4608655 (E.D.N.Y. July 30, 2015) (“*Puglisi Tr.*”) (commenting that lawyering by the plaintiffs’ counsel—including O&G and SLG—was “excellent” and noting “the high level of service that was provided to the class”); *Aboud v. Charles Schwab & Co.*, No. 14 Civ. 2712, 2014 WL 5794655, at \*2-4 (S.D.N.Y. Nov. 4, 2014) (same); *Perez v. Allstate Ins. Co.*, No. 11 Civ. 1812, 2014 WL 4635745, at \*25 (E.D.N.Y. Sept. 16, 2014) (appointing O&G as class counsel); *Clem v. KeyBank*, No. 13 Civ. 789, 2014 WL 2895918, at \*2-4 S.D.N.Y. June 20, 2014) (certifying class and approving settlement of nationwide wage and hour class and collective action); *Yuzary v. HSBC Bank USA, N.A.*, No. 12 Civ. 3693, 2013 WL 5492998, at \*2-4 (S.D.N.Y. Oct. 2, 2013) (certifying class action under New York Labor Law and appointing O&G as class counsel); *Beckman v. KeyBank, N.A.*, 293 F.R.D. 467, 472-76 (S.D.N.Y. 2013) (certifying class and approving settlement of nationwide wage and hour class and collective action).

10. I am a member of the National Employment Lawyers Association (“NELA”) and formerly served on the Executive Board of its New York Chapter (“NELA/NY”). I recently served on the Fair Labor Standards Act Protocols Committee formed by the Institute for Advancement of the American Legal System (“IAALS”), which drafted IAALS’s Initial

Discovery Protocols for Fair Labor Standards Act Cases. I am a former co-chair of NELA's Fair Labor Standards Act Committee. I served on the Civil Rights Committee of the New York City Bar Association from 2005 through 2008 and the Committee on Labor and Employment Law from September 2002 until June 2005. I was co-chair of the American Bar Association Labor and Employment Law Section Ethics and Professional Responsibility Committee from 2006 through 2009, and am a member of its Equal Employment Opportunity Committee.

11. I speak frequently on employment law issues, including wage and hour issues and discrimination issues. I have recently been a faculty member for continuing legal education programs focused on employment law and ethics sponsored by the American Bar Association Section of Labor and Employment Law; the New York State Bar Association Labor and Employment Law Section; the New York City Bar Committee on Labor and Employment Law, NELA, and the Practicing Law Institute, among others.

12. In connection with my work, I regularly read the New York Law Journal, advance sheets, and other literature related to employment law and class action law developments. I attend workshops and seminars at least four times per year sponsored by NELA, NELA/NY, the American Bar Association, and other organizations.

13. O&G is experienced and nationally recognized for its expertise in litigating complex class and collective actions, including wage and hour cases like this one. *See, e.g., Strauch v. Computer Scis. Corp.*, 322 F.R.D. 157, No. 14 Civ. 956, 2017 WL 2829652, at \*24 n.15 (D. Conn. June 30, 2017) (in wage and hour litigation, finding that O&G "adequately represent[s] the interests of the putative class"), *motion to decertify denied*, 2017 WL 4683993 (D. Conn. Oct. 18, 2017); *Walsh v. CorePower Yoga LLC*, No. 16 Civ. 5610, 2017 WL 589199, at \*8 (N.D. Cal. Feb. 14, 2017) (O&G has "a proven track record in the prosecution of class

actions as they have successfully litigated and tried many major class action cases”); *Jacob v. Duane Reade, Inc.*, No. 11 Civ. 0160, 2016 WL 3221148, at \*1 (S.D.N.Y. June 9, 2016) (denying motion to decertify class and collective of assistant store managers); *Briggs v. PNC Fin. Servs. Grp., Inc.*, No. 15 Civ. 10446, 2016 WL 1043429 (N.D. Ill. Mar. 16, 2016) (certifying collective of nationwide assistant managers); *Watson v. Jimmy John’s, LLC*, No. 15 Civ. 6010, 2015 WL 7180516, at \*1 (N.D. Ill. Nov. 13, 2015) (certifying collective of nationwide assistant managers); *Flood v. Carlson Rests. Inc.*, No. 14 Civ. 2740, 2015 WL 260436, at \*1 (S.D.N.Y. Jan. 20, 2015) (certifying collective of nationwide tipped workers); *Ballinger v. Advance Magazine Publishers, Inc.*, No. 13 Civ. 4036, 2014 WL 7495092, at \*7 (S.D.N.Y. Dec. 29, 2014) (appointing O&G as class counsel, explaining that “[b]ased on the firm’s performance before [the court] in this and other cases and its work in the foregoing and other cases, [the court has] no question that it will prosecute the interests of the class vigorously.”); *Beckman v. KeyBank, N.A.*, 293 F.R.D. 467, 477 (S.D.N.Y. 2013) (noting that O&G “are experienced employment lawyers with good reputations among the employment law bar”); *Yuzary v. HSBC USA, N.A.*, No. 12 Civ. 3693, 2013 WL 1832181, at \*4 (S.D.N.Y. Apr. 30, 2013) (appointing O&G as class counsel); *Capsolas v. Pasta Resources Inc.*, No. 10 Civ. 5595, 2012 WL 1656920, at \*2 (S.D.N.Y. May 9, 2012) (appointing O&G as class counsel and noting O&G attorneys “have years of experience prosecuting and settling wage and hour class actions, and are well-versed in wage and hour law and in class action law”); *Morris v. Affinity Health Plan, Inc.*, 859 F. Supp. 2d 611, 622 (S.D.N.Y. 2012) (O&G attorneys “have substantial experience prosecuting wage and hour and other employment-based class and collective actions.”); *Johnson v. Brennan*, No. 10 Civ. 4712, 2011 WL 1872405, at \*2 (S.D.N.Y. May 17, 2011) (appointing O&G as class counsel); *McMahon v. Olivier Cheng Catering & Events, LLC*,

No. 08 Civ. 8713, 2010 WL 2399328, at \*6 (S.D.N.Y. Mar. 3, 2010) (O&G “are experienced employment lawyers with good reputations among the employment law bar . . . [and] have prosecuted and favorably settled many employment law class actions, including wage and hour class actions”); *Damassia v. Duane Read, Inc.*, 250 F.R.D. 152, 158 (S.D.N.Y. 2008) (O&G lawyers have “an established record of competent and successful prosecution of large wage and hour class actions, and the attorneys working on the case are likewise competent and experienced in the area”); *Slaughter v. Sykes Enterprises, Inc.*, No. 17 Civ. 2038, 2019 U.S. Dist. LEXIS 21767, at \*18 (D. Colo. Feb. 11, 2019) (O&G is “sophisticated counsel experienced in wage and hour employment litigation”); *Craighead v. Full Citizenship of Md., Inc.*, No. 17 Civ. 595, 2018 U.S. Dist. LEXIS 126343, at \*14 (D. Md. July 27, 2018) (finding O&G “independently demonstrated to the Court the requisite knowledge and experience in this substantive area of [wage and hour] law, and have shown the capacity to vigorously represent the class”).

### **Investigation**

14. Before initiating this action, Plaintiffs’ Counsel conducted a thorough investigation which included corporate research regarding Defendant’s business locations, corporate ownership, and past federal and state litigation; and factual and legal research regarding the underlying merits of Plaintiffs’ claims, possible defenses, the proper measure of damages, and the likelihood of class and collective certification.

15. Plaintiffs’ Counsel also conducted in-depth interviews with Plaintiffs.

16. These interviews helped Plaintiffs’ Counsel determine the hours that Hourly Employees worked, the RSUs that they received, and Defendant’s policies as they relate to the Class and Collective Members.

17. Plaintiffs' Counsel also reviewed employment documents, including payroll information and RSU policy materials.

### **Settlement Discussions**

18. On December 6, 2023, Plaintiffs' Counsel sent a letter to Intel outlining the claims and inviting Defendant to engage in pre-litigation settlement discussions on behalf of the group of similarly situated employees.

19. After Defendant reviewed the letter, the Parties agreed to engage in a dialogue regarding the possibility of a resolution of the alleged claims and agreed to attend a mediation session with experienced wage-and-hour negotiator Dennis Clifford.

20. In advance of the mediation, Defendant produced data reflecting hours; overtime compensation; base compensation; RSU grant dates, vesting dates, value, and plan policies; as well as Plaintiffs' personnel files.

21. Plaintiffs' Counsel evaluated the claims and Defendant's defenses based on the information produced by Defendant, as well as Plaintiffs' own investigation.

22. Plaintiffs also used the information to calculate damages.

23. Prior to the mediation, Plaintiffs produced a detailed mediation statement to Mr. Clifford and Plaintiffs produced their mediation brief to Defendant.

24. The Parties participated in a full-day mediation session with Mr. Clifford on September 9, 2024.

25. The Parties were unable to resolve the claims at that time, but continued settlement discussions thereafter with the continued assistance of the mediator.

26. Ultimately, Mr. Clifford gave a mediator's proposal and, on or about February 24, 2025, the Parties reached an agreement on the financial terms of the settlement and executed a term sheet on May 1, 2025.

27. After extensive additional negotiations, including a second mediation session on July 18, 2025, several telephonic negotiating sessions, and voluminous correspondence, the Parties negotiated and executed the Agreement on February 5, 2026.

28. At all times, settlement negotiations were conducted on an arm's-length basis.

**The Proposed Settlement is the Product of Extensive Arm's-Length Negotiations.**

29. Plaintiffs' Counsel believes this Settlement is in the best interests of the class in light of the costs and risks of continued litigation.

**The Settlement Has No Obvious Deficiencies.**

30. Plaintiffs' Counsel believes that this settlement achieves all the objectives of the litigation, namely a substantial monetary settlement to class and collective members who were subjected to Defendant's allegedly unlawful wage and hour policies.

31. Plaintiffs' Counsel, who have a great deal of experience in the prosecution and resolution of wage and hour class actions, have carefully evaluated the merits of the case and the proposed settlement.

32. Plaintiffs' Counsel recognize that the apparent strengths of Plaintiffs' claims are no guarantee against a complete or partial defense verdict.

33. Furthermore, if a judgment were obtained against Defendant at trial, the relief might be no greater, and indeed might be less, than that provided by the proposed settlement.

**Certification of the Settlement Class Is Appropriate.**

34. There are approximately putative 14,000 Class and Collective Members.

35. To the Parties' knowledge, there is no other known litigation against Defendant to recover the wages being sought by Plaintiffs in this case.

**Plaintiffs' Counsel Should Be Appointed as Class Counsel.**

36. Plaintiffs' Counsel did substantial work identifying, investigating, prosecuting, and settling the claims, have substantial experience, and are well-qualified to represent the interests of the Class.

**Exhibits**

37. Attached hereto as **Exhibit 1** is a true and correct copy of the Parties' Class and Collective and PAGA Settlement Agreement ("Agreement"), executed by the Parties on February 5, 2026.

Dated: April 15, 2026

Respectfully submitted,

/s/ Justin M. Swartz

Justin M. Swartz

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*Attorney for Lead Plaintiff and the Putative  
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