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Superior Court of California,
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13
14 Attorneys for Plaintiffs

15 (*Additional counsel listed below*)

16
17 SUPERIOR COURT OF THE STATE OF CALIFORNIA
18 FOR THE COUNTY OF LOS ANGELES

19 Herman Pappoe, Jesse Perez, Fatoumata Barry,
20 and Amelia Myers, individually and on behalf of
21 all others similarly situated, the Collective and as
22 private attorney generals under the Private
Attorneys General Act,

23 Plaintiffs,

24 vs.

25 Kite Pharma, Inc., Gilead Sciences, Inc., and
26 Does 1 through 10,

27 Defendants.
28

Case No. 24STCV02259

CLASS ACTION

(Assigned to Hon. Samantha P. Jessner –
Dept. 7)

**Declaration of Justin M. Swartz in Support
of Motion for Preliminary Approval of
Class, Collective, and PAGA Action
Settlement**

Date: September 28, 2026
Time: 11:00 a.m.
Dept.: 7

**Declaration of Justin M. Swartz in Support of Motion for Preliminary Approval of Class Action,
Collective Action, and PAGA Settlement**

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13 Attorneys for Plaintiffs
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1 I, Justin M. Swartz, declare:

- 2 1. I am an attorney admitted to practice law in the State of New York. I am a Partner at Outten &
3 Golden LLP (“O&G”) and one of the attorneys of record for Plaintiffs Herman Pappoe, Jesse
4 Perez, Amelia Myers, and Fatoumata Barry in this action. I have personal knowledge of the
5 following facts. O&G is a 60-plus attorney firm based in New York City, with additional offices
6 in Oakland, California, and Washington, D.C., that focuses on representing plaintiffs in a wide
7 variety of employment matters, including individual and class action litigation involving wage and
8 hour, discrimination, and harassment claims, as well as contract and severance negotiations

9 **Experience of Counsel**

- 10 2. I received a Juris Doctor degree from DePaul University School of Law in 1998 with honors.
11 Since then, I have exclusively represented plaintiffs in employment litigation and other employee
12 rights matters. I was admitted to the bar of the State of Illinois in 1998, and the bar of the State of
13 New York in 2002. I am also admitted to the bars of the Second Circuit Court of Appeals, the
14 Ninth Circuit Court of Appeals, the Seventh Circuit Court of Appeals, and the United States
15 District Courts for the Western, Eastern, and Southern Districts of New York, and the Northern
16 District of Illinois. I am a member in good standing of each of these bars.
- 17 3. From September 1998, through February 2002, I was associated with Stowell & Friedman, Ltd. in
18 Chicago, Illinois, where I represented plaintiffs in class and multi-plaintiff employment
19 discrimination cases. From March 2002, through October 2003, I worked for Goodman &
20 Zuchlewski, LLP in New York City where I represented employees in discrimination cases and
21 other employee rights matters.
- 22 4. Since joining O&G in December 2003, I have been engaged primarily in prosecuting wage and
23 hour class and collective actions and class action discrimination cases.
- 24 5. I am a member of the National Employment Lawyers Association (“NELA”) and its New York
25 Chapter (“NELA/NY”). I am a former co-chair of NELA’s Fair Labor Standards Act Committee.
26 I served on the Civil Rights Committee of the New York City Bar Association from 2005 through
27 2008 and the Committee on Labor and Employment Law from September 2002 until June 2005.

1 I was co-chair of the American Bar Association Labor and Employment Law Section Ethics and
2 Professional Responsibility Committee from 2006 through 2009, and I am a member of its Equal
3 Employment Opportunity Committee. I also serve on the Recent Graduate Advisory Group of the
4 New York University Center for Labor and Employment Law. I speak frequently on employment
5 law issues, including wage and hour issues and discrimination issues. I have recently been a
6 faculty member for continuing legal education programs focused on employment law and ethics
7 sponsored by the American Bar Association Section of Labor and Employment Law; the New
8 York State Bar Association Labor and Employment Law Section; the New York City Bar
9 Committee on Labor and Employment Law, NELA, and the Practicing Law Institute, among
10 others.

11 6. Below are the primary other attorneys who worked on this matter:

12 a. Jahan Sagafi is a Partner and a member in good standing of the bar of the State of
13 California. Mr. Sagafi graduated *magna cum laude* from Harvard College in 1994,
14 and received his J.D. from Harvard Law School in 2001. Prior to joining Outten &
15 Golden in 2013, he was a Partner at Lieff Cabraser. Mr. Sagafi has served as a
16 Coordinating Editor and a California State Editor of the ABA's Survey of State
17 Class Action Law (which is republished within the Newberg treatise on class
18 actions in chapter 5) since 2012; is a member of the College of Labor and
19 Employment Lawyers; has been named one of the 500 Leading Plaintiff
20 Employment & Civil Rights Lawyers in the United States (*Lawdragon*) (2018-25);
21 and is an active member of the California Bar.

22 b. Ryan Cowdin is an Associate at O&G in Washington, D.C. and a member of the
23 Firm's Class Action Practice Group. Prior to joining the firm in 2022, Mr. Cowdin
24 worked as an associate at McGillivray Steele Elkin LLP in Washington, D.C. and
25 represented employees in state and federal wage and hour cases. Before that, Mr.
26 Cowdin clerked for the Honorable Robert R. Rigsby at the District of Columbia
27
28

1 Superior Court. Mr. Cowdin received his J.D. from The George Washington
2 University Law School in 2016.

3 c. Jennifer Davidson is an Associate at O&G and works on both individual and class
4 action matters at the firm. Prior to joining the firm in 2021, Ms. Davidson clerked
5 for the Honorable Gregg J. Costa of the Fifth Circuit Court of Appeals and the
6 Honorable Wendy Beetlestone of the Eastern District of Pennsylvania. Ms.
7 Davidson also was a law fellow for Cohen Milstein Sellers & Toll PLLC. Ms.
8 Davidson received her B.A. from Dartmouth College in 2015, and her J.D., Order
9 of the Coif, from the University of Virginia School of Law in 2018, where she was
10 the Articles Development Editor for the Virginia Law Review.

11 d. Mohsin Mirza is an associate at Outten & Golden LLP, based in Oakland, and a
12 member of the firm's Class Action and Individual representation practice groups.
13 Prior to joining Outten & Golden, Mr. Mirza clerked for the Honorable Judge Angel
14 Kelley of the United States District Court for the District of Massachusetts. Before
15 that, he supported the litigation and advocacy of the Reporters Committee for
16 Freedom of the Press as the Inasmuch Legal Fellow. Mr. Mirza received his J.D.
17 from the UC Berkeley School of Law in 2021, and was an Articles Editor on the
18 California Law Review.

19 7. I have extensive experience litigating wage and hour class and collective actions. I was counsel of
20 record in the following class and/or collective proceedings that were finally approved:

- 21 • *Capilupi v. People's United Fin., Inc.*, No. 15 Civ. 5247, 2018 U.S. Dist. LEXIS 167550,
22 at *5-6 (E.D.N.Y. Sept. 27, 2018) ("Class Counsel [O&G] are well qualified, experienced,
23 and have aggressively litigated this action, thereby demonstrating their adequacy as counsel
24 for the class.");
- 25 • *Blum v Merrill Lynch & Co.*, No. 15 Civ. 1636, 2016 U.S. Dist. LEXIS 197385, at *6
26 (S.D.N.Y. May 4, 2016) ("The attorneys who prosecuted this case, at Outten & Golden
27 LLP. . . . are experienced class action employment lawyers with good reputations among
28 the employment law bar.");
- *Beckman v. KeyBank, N.A.*, 293 F.R.D. 467, 473 (S.D.N.Y. 2013) (O&G attorneys "have
substantial experience prosecuting and settling employment class actions, including wage
and hour class actions[,] and are well-versed in wage and hour law and class action law.");

- *Long v. HSBC USA Inc.*, No. 14 Civ. 6233, 2015 U.S. Dist. LEXIS 122655, at *23 (S.D.N.Y. Sept. 11, 2015) (O&G attorneys “have appeared in many major FLSA and state labor law cases”);
- *Puglisi v. TD Bank, N.A.*, No. 13 Civ. 637, 2015 U.S. Dist. LEXIS 15966, at *9 (E.D.N.Y. Feb. 9, 2015) (noting that “O&G has substantial experience prosecuting and settling nationwide wage and hour class and collective actions” and “the Shavitz Law Group has served as lead or co-lead counsel in numerous wage and hour class and collective actions”);
- *Damassia v. Duane Reade, Inc.*, 250 F.R.D. 152, 165 (S.D.N.Y. 2008) (granting class certification and appointing O&G as class counsel);
- *Torres v. Gristede’s Operating Corp.*, No. 04 Civ. 3316, 2006 U.S. Dist. LEXIS 74039 (S.D.N.Y. Sept. 29, 2006) (same).

8. Mr. Sagafi also has extensive experience litigating wage and hour and California Labor Code class, collective, and PAGA actions, including:

- *Tabola v. Uber Techs., Inc.*, No. CGC-16-550992 (San Francisco Super. Ct.) (ongoing PAGA claims on behalf of Uber drivers challenging independent contractor misclassification);
- *Olson v. Lyft, Inc.*, No. CGC-18-566788 (San Francisco Super. Ct.) (ongoing PAGA claims on behalf of Lyft drivers challenging independent contractor misclassification);
- *Jauregui v. Safeway, Inc.*, No. RG21095860 (Alameda County Super. Ct.) (certified class action for underpayment of wages and break violations on behalf of 110,000 hourly workers);
- *Diaz v. Chevron Corp.*, No. C20-00192 (Contra Costa Super. Ct.) (off-the-clock claims on behalf of refinery workers);
- *Chen v. Morgan Stanley Smith Barney LLC*, No. 30-2014-00724866-CU-OE-CJC (Orange Co. Super. Ct.) (PAGA claims on behalf of Financial Advisors regarding reimbursement of business expenses);
- *Clayborne v. Chevron Corp.*, No. 19-cv-07624-JSW (N.D. Cal.) (\$1,925,000 settlement for off-the-clock claims on behalf of refinery workers in 2023);
- *Godhigh v Savers*, No. 16-cv-2874-WHO (N.D. Cal.) (\$750,000 settlement for overtime misclassification claims of retail store assistant managers in 2018);
- *Wolf v. Permanente Medical Group, Inc.*, No. 17-cv-05345-VC (N.D. Cal.) (\$2,950,000 settlement for off-the-clock claims of telephone service representatives in 2018);
- *Walton v. AT&T Svcs., Inc.*, No. 15-cv-03653-VC (N.D. Cal.) (\$2,750,000 settlement for overtime misclassification claims of deliverers and designers of corporate trainings in 2018);
- *Armstrong v. Concentrix Corp.*, No. 16-cv-05363-WHO (N.D. Cal.) (\$320,000 settlement for off-the-clock claims of at-home customer service representatives in 2018);

- *Brown v. Permanente Medical Group, Inc.*, No. 16-cv-05272-VC (N.D. Cal.) (\$6,255,000 settlement for off-the-clock claims of advice nurses in 2017);
- *Zajonc v. Morgan Stanley & Co. LLC*, No. 14 Civ. 5563 (N.D. Cal.) (\$5,995,000 settlement as part of multi-case settlement) (Final Analyst trainee off-the-clock wage and hour claims);
- *Zaborowski v. MHN Gov't Servs.*, No. 12 Civ. 5102 (N.D. Cal.) (FLSA conditional collective action certification granted; arbitration motion defeated and affirmed on appeal, 601 F. App'x 461 (9th Cir. 2014); settled on nationwide class basis for over \$12.7 million) (military base counselor independent contractor misclassification claims);
- *Buccellato v. AT&T, Inc.*, No. 10 Civ. 463 LHK (N.D. Cal.) (\$12.5 million settlement of overtime misclassification claims for technical support workers in 2011);
- *Lewis v. Wells Fargo & Co.*, No. 08 Civ. 2670 CW (N.D. Cal.) (\$6.72 million settlement for overtime misclassification claims for technical support workers in 2011).

Procedural History

9. On May 3, 2024, Plaintiffs Fatoumata Barry Yapo and Amelia Myers filed a Complaint containing allegations about regular-rate violations and bringing claims under the FLSA and California Labor Law in the Northern District of California. *Barry and Myers v. Gilead*, No. 24 Civ. 2668, (N.D. Cal. 2024).
10. On June 6, 2024, the *Barry and Myers* Plaintiffs moved for an order authorizing conditional collective action “stage one” certification, in order to permit the distribution of notice to the proposed Collective Members pursuant to the FLSA. Defendants opposed the motion and moved to dismiss, or alternatively stay, Plaintiffs’ action.
11. On January 21, 2025, the Court denied Gilead’s motion to dismiss and its motion to stay the FLSA claims. *Barry and Myers*, No. 24 Civ. 2668, ECF No. 58. However, the Court granted a partial stay as to Plaintiffs’ California claims pending final resolution of the *Pappoe* matter.
12. On March 20, 2025, the Court granted conditional certification of Plaintiffs’ claims and ordered notice to be issued to the collective. *Barry and Myers*, No. 24 Civ. 2668, ECF No 69. The Court authorized Plaintiffs to distribute their proposed notice and consent to join form by mail, email, and text. *Id.* at 10-11.
13. On April 8, 2025, after agreeing to explore the potential for a negotiated resolution, the Parties entered into an agreement tolling the claims of those individuals who were authorized to receive

notice and opt in to the *Barry and Myers* case. *Barry and Myers*, ECF No. 74-01. The court in *Myers* thereafter on April 16, 2025, stayed all deadlines in this matter, including as to the distribution of the FLSA notice, until after mediation. *Id.* ECF No. 75.

14. Prior to mediation, Defendants produced relevant personnel data, as well as a representative sample of class-wide data including earnings for all hours worked, overtime hourly rate of pay, overtime premium paid, and copies of relevant RSU documents and Incentive Pay Awards.

15. O&G has an internal data team, consisting of two PhD economists and four data analysts. O&G's internal data team, in conjunction with the attorneys on the case, carefully and robustly analyzed Defendants' data and potential exposure, which I shared with Defendants in advance of mediation.

The Settlement Collective.

16. Collective members are current and former employees of Gilead and/or Kite, whose identities can be (and already have been) identified from its employment records.

17. There are approximately 350 Putative Collective Members outside California.

18. There are common questions across the Collective because Plaintiffs have alleged common policies and practices that cause the underlying violations. All non-exempt employees in California were subject to Defendants' common policies of failing to include RSUs and incentive pay in the regular rate of pay.

19. No conflicts, disabling or otherwise, exist between the named plaintiffs and the Collective Members because the named plaintiffs have been damaged by the same alleged conduct and has the incentive to fairly represent all Collective Members' claims to achieve the maximum possible recovery.

The Settlement is the Product of Arm's Length Negotiations by Experienced Counsel After Sufficient Information Exchange.

20. I engaged in sufficient discovery to strongly recommend this settlement. in the course of discovery and in advance of mediation, Defendants produced robust timekeeping, payroll, and other relevant class-wide data.

Contingency Nature of Representation

21. My co-counsel and I are being paid entirely on contingency. The work performed by us was extensive. In litigating this case against Defendants, my co-counsel and I along with Plaintiffs faced serious risks, including the risk that Plaintiffs' theory of liability may ultimately be rejected by the Court or Court of Appeal. Despite the many risks faced, we nevertheless achieved an outstanding result for the Settlement Class.
22. Plaintiffs' counsels' efforts to master the relevant facts and legal questions, including through litigating multiple critical motions in *Barry and Myers*, made the resolution of this case possible prior to court rulings that could have significantly weakened Plaintiffs' claims.
23. My co-counsel and I took on this representation aware of the risks involved and with the full intention of seeing it to the end, including through any appeals. Also, Class Counsel were opposed by attorneys from an experienced and well-qualified defense firm with the resources of a large corporate client at its disposal.
24. Given the highly uncertain current landscape of the legal issues involved, coupled with the ensuing risks of lengthy appeals and risk of no recovery, the excellent result achieved shows that the amounts allocated to both attorney's fees and costs under the Settlement warrant this Court's approval.

The Fee Request is Justified by a Lode-star Analysis

25. I and my team have incurred at least 927 hours of time in this matter to date, which time was reasonable and necessary, particularly in light of the contested motion practice in this case. My hourly rate of \$1,227 is reasonable considering my experience, the experience of my firm, my qualifications, and the rates of comparable attorneys in wage and hour class action cases as well as pursuant to the Laffey Matrix as discussed more thoroughly in the Declaration of Lonnie C. Blahcard III.
26. Based on the 6/01/25 - 5/31/26 Laffey Matrix (Ex. 2 to the Blanchard Declaration), for attorney of my experience (20+ years), the index demonstrates a rate of \$1,227 per hour for attorneys in the District of Columbia. Attached hereto as *Exhibit 1* is a true and correct copy of the locality pay

1 salary table demonstrating a locality pay of 33.94% for the District of Columbia. Attached hereto
2 as **Exhibit 2** is a true and correct copy of the locality pay salary table for New York, which has a
3 37.95% locality payment. Using the differential on locality pay between the District of Columbia
4 and New York yields a multiplier of 4.01% (37.95 – 33.94). When applied to the Laffey Matrix,
5 this multiplier yields an hourly rate for attorneys with 20+ years practicing in New York of
6 approximately \$1,276 per hour. My requested \$1,227 rate is therefore supported by the Laffey
7 Matrix and compares favorably to the hourly rates being charged by other attorneys with my
8 experience in class actions. When combined with my associates and other partners who worked
9 on the case, the firm’s average hourly rate comes out to around \$895. This rate is reasonable for
10 the level of services provided by me and my experience.

11 27. My current \$1,227 hourly rate compares favorably to the hourly rates being charged by other
12 attorneys with my experience in class and PAGA actions and is reasonable for the level of services
13 provided by us and our experience. In *Nitsch v. DreamWorks Animation SKG Inc.* (N.D. Cal.,
14 June 5, 2017, No. 14-CV-04062-LHK) 2017 WL 2423161, at *9, an employment class action, the
15 court found that hourly rates of up to \$1,200 per hour for plaintiffs’ class action lawyers based in
16 California were “fair, reasonable, and market-based, particularly for the ‘relevant community’ in
17 which counsel work.” (See also *Fleming v. Impax Laboratories Inc.* (N.D. Cal., July 15, 2022,
18 No. 16-CV-06557-HSG) 2022 WL 2789496, at *9 (approving attorney hourly rates of up to \$1,325
19 in a securities class action, and citing cases in this District approving attorney hourly rates of up
20 to \$1,600).)

21 28. The time spent by me and my co-counsel on this case is consistent with the level of effort necessary
22 to bring this factually and data intensive case to a resolution. In addition, many of the factors
23 supporting a multiplier of greater than 1.0 are present here, including the risk of an uncertain result,
24 the contingent nature of the work, and most significantly here, the result obtained.

25 **The Settlement is Fair.**

26 29. The extensive discovery and information exchange conducted in this matter, as well as discussions
27 between counsel, have been adequate to give the Representative Plaintiffs and Class Counsel a
28

1 sound understanding of the merits of their positions and to evaluate the worth of the claims of the
2 Class.

- 3 30. Considering the risk of not obtaining certification and the risk of not prevailing, Class Counsel
4 believe the proposed \$8,000,000 million settlement is reasonable and provides the certainty of a
5 payment to the class, collective, and PAGA members. When measured against the risk of
6 obtaining nothing, such settlement is reasonable and in the interests of the class members. In so
7 concluding, Class Counsel have considered the uncertainty and risk of further litigation, the
8 potential outcome, and the difficulties and delays inherent in such litigation. Based on the
9 foregoing, the Representative Plaintiffs and Class Counsel believe the settlement is a fair,
10 adequate, and reasonable settlement, and is in the best interests of the Class Members.

11 I declare under penalty of perjury under the laws of the State of California that the foregoing is
12 true and correct.

13 Dated: June 8, 2026



14
15 Justin M. Swartz

Exhibit 1

Salary Table 2026-DCB
Incorporating the 1% General Schedule Increase and a Locality Payment of 33.94 %
For the Locality Pay Area of Washington-Baltimore-Arlington, DC-MD-VA-WV-PA
Total Increase: 1 %
Effective January 2026

Annual Rates by Grade and Step

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$ 30,249	\$ 31,263	\$ 32,269	\$ 33,271	\$ 34,274	\$ 34,862	\$ 35,857	\$ 36,859	\$ 36,900	\$ 37,835
2	34,011	34,820	35,948	36,900	37,313	38,410	39,507	40,604	41,701	42,798
3	37,112	38,350	39,587	40,825	42,063	43,300	44,538	45,775	47,013	48,251
4	41,659	43,048	44,437	45,826	47,215	48,604	49,993	51,382	52,771	54,160
5	46,610	48,163	49,717	51,271	52,825	54,378	55,932	57,486	59,039	60,593
6	51,957	53,689	55,420	57,152	58,884	60,616	62,348	64,080	65,811	67,543
7	57,736	59,661	61,586	63,510	65,435	67,360	69,284	71,209	73,134	75,059
8	63,940	66,071	68,202	70,333	72,464	74,595	76,726	78,857	80,988	83,119
9	70,623	72,977	75,332	77,687	80,041	82,396	84,751	87,105	89,460	91,815
10	77,771	80,363	82,954	85,546	88,138	90,730	93,321	95,913	98,505	101,097
11	85,447	88,296	91,145	93,994	96,843	99,692	102,540	105,389	108,238	111,087
12	102,415	105,829	109,243	112,657	116,071	119,485	122,899	126,313	129,728	133,142
13	121,785	125,845	129,904	133,964	138,024	142,084	146,143	150,203	154,263	158,322
14	143,913	148,711	153,509	158,306	163,104	167,902	172,700	177,497	182,295	187,093
15	169,279	174,922	180,565	186,207	191,850	197,200 *	197,200 *	197,200 *	197,200 *	197,200 *

* Rate limited to the rate for level IV of the Executive Schedule (5 U.S.C. 5304 (g)(1)).

Applicable locations are shown on the 2026 Locality Pay Area Definitions page:
<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2026/locality-pay-area-definitions/>

Exhibit 2

Salary Table 2026-NY
Incorporating the 1% General Schedule Increase and a Locality Payment of 37.95%
For the Locality Pay Area of New York-Newark, NY-NJ-CT-PA
Total Increase: 1%
Effective January 2026

Annual Rates by Grade and Step

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$ 31,155	\$ 32,199	\$ 33,235	\$ 34,267	\$ 35,300	\$ 35,906	\$ 36,931	\$ 37,962	\$ 38,005	\$ 38,968
2	35,030	35,863	37,024	38,005	38,430	39,560	40,690	41,820	42,949	44,079
3	38,223	39,498	40,773	42,047	43,322	44,596	45,871	47,146	48,420	49,695
4	42,907	44,337	45,768	47,198	48,629	50,059	51,490	52,920	54,351	55,781
5	48,005	49,605	51,206	52,806	54,406	56,006	57,607	59,207	60,807	62,407
6	53,512	55,296	57,080	58,863	60,647	62,431	64,214	65,998	67,782	69,565
7	59,465	61,447	63,429	65,412	67,394	69,376	71,359	73,341	75,323	77,306
8	65,855	68,049	70,244	72,439	74,634	76,828	79,023	81,218	83,413	85,608
9	72,737	75,162	77,587	80,012	82,438	84,863	87,288	89,713	92,138	94,563
10	80,099	82,769	85,438	88,107	90,777	93,446	96,115	98,785	101,454	104,123
11	88,005	90,939	93,874	96,808	99,742	102,676	105,610	108,545	111,479	114,413
12	105,481	108,997	112,513	116,030	119,546	123,062	126,579	130,095	133,611	137,128
13	125,431	129,612	133,794	137,975	142,156	146,337	150,519	154,700	158,881	163,062
14	148,222	153,163	158,104	163,046	167,987	172,929	177,870	182,811	187,753	192,694
15	174,347	180,159	185,970	191,782	197,200 *	197,200 *	197,200 *	197,200 *	197,200 *	197,200 *

* Rate limited to the rate for level IV of the Executive Schedule (5 U.S.C. 5304 (g)(1)).

Applicable locations are shown on the 2026 Locality Pay Area Definitions page:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2026/locality-pay-area-definitions/>

1 **PROOF OF SERVICE**

2 I am over the age of 18 and not a party to the within action. My business address is 177 East
3 Colorado Blvd., Suite 200, Pasadena, California 91105. On June 8, 2026, I served the following
4 document(s) described as:

5 **Declaration of Justin M. Swartz in Support of Motion for Preliminary Approval of Class,
6 Collective, and PAGA Action Settlement**

7 on interested parties in this action addressed as follows:

8 *See below service list.*

9 **(By Mail)** I deposited such envelope with postage thereon fully prepaid in the United States
10 mail at a facility regularly maintained by the United States Postal Service at Los Angeles,
11 California.

12 **(By Email)** Based on a court order, Rules of Court, or an agreement of the parties to accept
13 electronic service, I caused the documents to be sent to the person(s) at the email addresses set
14 forth above.

15 **(By Overnight Delivery)** I enclosed the documents in an envelope or package provided by an
16 overnight delivery carrier and addressed to the persons at the address(es) identified above. I
17 placed the envelope or package for collection and overnight delivery at an office or a regularly
18 utilized drop box of the overnight delivery carrier.

19 xxx **(By Case Anywhere)** A true and correct copy was electronically served on counsel of record
20 by transmission to Case Anywhere.

21 I declare under penalty of perjury under the laws of the State of California that the above is true
22 and correct. Executed on June 8, 2026.

23 

24 _____
25 Kale Morita
26
27
28

Service List

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