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Attorneys for Plaintiff and the Putative Class

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MARILYNN MONROE, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

SCIENCE APPLICATIONS INTERNATIONAL
CORPORATION, a Delaware Corporation; and
DOES 1 to 100, inclusive,

Defendants.

CASE NO. 23STCV04908
Complaint Filed: 3/6/2023

CLASS ACTION

**DECLARATION OF MARILYNN
MONROE IN SUPPORT OF PLAINTIFF'S
MOTION FOR ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Judge: Hon. David S. Cunningham III
Hearing Date: July 31, 2026
Time: 10:00 a.m.
Dept: 11

DECLARATION OF MARILYNN MONROE

INTRODUCTION

1. I am the named Plaintiff and class representative in this matter. I am over 18 years of age. I have personal knowledge of the facts set forth in this declaration and, if called upon to testify I could and would testify competently thereto.

2. At all times relevant to this case, I was a California resident who was formerly employed by Defendant as a senior security analyst in California. I received my final paycheck

1 from Defendants more than a week after I was terminated.

2 3. I am aware of all the major deal points of the proposed Settlement Agreement,
3 including the gross settlement amount of \$979,500.00, the sum of up to \$326,500 as attorneys' fees,
4 the sum of \$35,000.00 as costs to Class Counsel, the Claims Administration Costs, not to exceed
5 \$9,000.00, the \$15,000.00 service enhancement award payable to the class representative, and the
6 payment to the LWDA for their portion of the PAGA penalties in the amount of \$7,500.00.

7 4. I understand the scope of the class. The Class shall mean (a) all former exempt
8 employees of Defendant who worked in California and who received their final pay after the time
9 limits set by Labor Code section 201-202 during the PAGA Period. ("PAGA Settlement Class" or
10 "PAGA Class Members"); and (b) all former exempt employees of Defendant who worked in
11 California and who received their final pay after the time limits set by Labor Code section 201-202
12 during the Class Period. The "Class" shall not include any person who has signed a release of their
13 final pay claim including, without limitation, a Pick-up Stix release. ("Class Members").¹

14 5. I agree that the settlement is fair and reasonable given all of Defendant's various
15 defenses, including its financial challenges.

16 6. I believe my Service Enhancement Award of \$15,000.00 as proposed in the
17 Settlement Agreement is fair based on the time and effort I have devoted to this case as Class
18 Representative.

19 7. I am an adequate Class representative since I committed to representing the
20 interests of the Class, have no interests that are averse to members of the Class, and understand and
21 accepted my duty to represent the best interests of the class. I provided my counsel with
22 information when asked which was crucial to the draft of the class complaint and mediation brief,
23 discussed settlement strategy with my counsel, spoke to other Class Members about their
24 experiences working for Defendants, and was available during the duration of the all-day mediation,
25 all of which demonstrated my commitment to the Class.

26
27 _____
28 ¹ Any Class Member hired after the date of preliminary approval shall not be included in the
Settlement Class.

1 I declare under penalty of perjury under the laws of the United States and the State of
2 California that the foregoing is true and correct. Executed on 02/03/2026, in
3 Valencia, California.

4
5 *Marilynn Monroe*
6 By: E9CDEB1D8FB65CE7EA15A5A6E8685C5D ready**sign**
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