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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
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 JAMES M.
TREGLIO IN SUPPORT OF 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 JAMES M. TREGLIO

INTRODUCTION

1. I am an attorney at law duly authorized to practice law in the State of California. I am over 18 years of age. I have personal knowledge of the facts set forth in this declaration and could and would testify competently to them.

1 2. I am the lead attorney of the class action division for the law firm of Potter Handy, LLP,
2 (“PH,” or “Plaintiffs’ Counsel”), attorneys of record for Plaintiff Marilyn Monroe (“Plaintiff”) and the
3 proposed settlement class (the “Class”) in the above-captioned matter. I have no knowledge of the
4 existence of any conflicting interests between my firm and any of its attorneys, on the one hand, and
5 Plaintiff or any other Class Member, on the other.

6 3. After engaging in productive settlement discussions at a full-day mediation, Plaintiff and
7 Science Applications International Corporation (“Defendants”) entered into a Class Action and PAGA
8 Settlement Agreement resolving the claims of the putative class (the “Settlement Agreement”). The
9 Settlement Agreement seeks to release and discharge Defendants from the claims brought against it in the
10 matter of *Marilynn Monroe v. Science Applications International Corporation, et al.* In exchange,
11 Defendants will pay the Gross Settlement Amount (“GSA”) of \$979,500. The Net Settlement Amount
12 available for Class Members is approximately \$584,000 (after deductions for attorneys’ fees, litigation
13 costs, claims administration costs, the LWDA’s portion of PAGA penalties, and Plaintiffs’ Service
14 Awards). A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit A**. The Notice
15 of Class Action Settlement (“Class Notice”) is attached to the Settlement Agreement as **Exhibit 1**.

16 **ATTORNEY EXPERIENCE**

17 4. I was admitted to the California Bar in 2003. I received my Bachelor of Arts degree in
18 Government from College of William & Mary in 1998 and my Juris Doctor degree from the University
19 of San Diego in 2003. From 2003 through 2006, I was the staff attorney for the Fair Housing Council of
20 San Diego, where I specialized in housing discrimination enforcement. In 2007, I joined the law firm of
21 Clark & Markham, LLP, where I specialized in consumer and wage and hour class actions, which has
22 comprised my practice of law ever since. In 2012, the law firm of Clark & Markham, LLP into the Clark
23 Law Firm and the Markham Law Firm. I stayed with the Clark Law Firm, and in 2015, the firm became
24 Clark & Treglio after I was made partner. By 2013, my work with the Clark Law Firm, Clark & Markham,
25 LLP, and Clark & Treglio resulted in nearly 5% of all recoveries made by the LWDA up to that point.

26 5. In 2017, I joined Keegan & Baker, LLP, which was also a class action firm. Whereas my
27 work at Clark & Markham, LLP and the Clark Law Firm was primarily focused on wage and hour class
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actions, my work at Keegan & Baker, LLP involved more consumer actions, including data breach class actions, and actions brought under the Fair Credit Reporting Act.

6. In 2018, I left Keegan & Baker, LLP and joined the Melmed Law Group, P.C. The Melmed Law Group, P.C., is an employment law firm with a focus on class and PAGA representative actions. I began my representation of the Plaintiff in this action when I was employed by the Melmed Law Group, P.C.

7. In 2019, I joined my current firm, Potter Handy, LLP, to become head of its new class action division. In that capacity, I litigate both consumer and employment class actions throughout the State of California.

8. Since 2007, I have specialized in complex wage and hour and consumer class action litigation. I have been involved in every stage of class action litigation as both a lead counsel, the lead and primary associate, and as co-counsel. A summary of my experience, including representative class action litigation is attached hereto at **Exhibit B**.

9. In connection with these prior class actions, I have conducted discovery, argued motions, drafted pleadings, drafted class notices, drafted appellate briefs, examined witnesses, represented class members at settlement conferences and mediations, deposed defendants and third-party witnesses, defended class representative depositions and participated in final disposition hearings. I have also tried PAGA representative actions.

FACTUAL AND PROCEDURAL HISTORY

10. The attorneys I supervise, and I, have performed substantial work and diligently investigated and prosecuted this case to a successful conclusion. Our work resulted in the creation of a significant settlement fund for the benefit of the Class. We avoided protracted litigation by conducting considerable investigation before filing suit related to the released class claims, and efficiently communicated and exchanged information with Defense counsel such that the parties could successfully settle the case after informal discovery and a full-day mediation. Because of the risks involved in litigating the case, particularly the contested legal and factual issues, Plaintiffs' Counsel believes this settlement to be fair, reasonable, and adequate.

11. From Plaintiffs' investigation and analysis of information gathered both before and after

1 initiating this claim, including information provided by the Defendants through informal discovery and
2 conversations with Plaintiffs, Class Counsel learned the following information:

- 3 a. Plaintiff and the Class are and were employed by Science Applications International
4 Corporation, a Delaware corporation based in Reston, Virginia. SAIC provides scientific,
5 engineering, and technology applications and solutions consulting services to security,
6 energy, environmental, health, and infrastructure markets worldwide.
- 7 b. Plaintiff was hired by Defendants as a senior security analyst in January 2019. She was
8 assigned at the Defendants' office in El Segundo, California.
- 9 c. Plaintiff was terminated by Defendants on May 12, 2022. However, Plaintiff only
10 received her final paycheck from Defendants on May 20, 2022, or more than a week after
11 she was terminated.
- 12 d. Plaintiff was terminated by Defendants on May 12, 2022. However, Plaintiff only
13 received her final paycheck from Defendants on May 20, 2022, or more than a week after
14 she was terminated. Thus, Defendants violated Labor Code § 203.
- 15 e. According to the information provided by Defendants, the proposed Class consists of
16 approximately 296 Class Members.

17 12. On December 26, 2022, Plaintiff sent a notice letter to the LWDA alleging claims under
18 the PAGA based on Defendants' alleged violation of provisions of the California Labor Code and
19 applicable Industrial Welfare Commission Wage Orders. On April 6, 2023, Plaintiffs filed a Complaint
20 against Defendants in Los Angeles Superior Court. Plaintiffs' Complaint alleges causes of action for (1)
21 failure to pay all wages due to former employees; (Labor Code Sections 201-203); (2) PAGA and other
22 penalties (Labor Code Sections 2699, et seq); and (3) unfair competition in violation of California Business
23 & Professions Code Section 17200, et seq.

24 13. On November 19, 2024, the Parties attended a first full-day mediation with Steven G.
25 Mehta which did not result in the settlement of this Action. Thereafter, the Parties engaged in discovery,
26 including the deposition of Defendant's corporate designee, Jennifer Cushion.

27 14. While that discovery was ongoing, Defendant began contacting Class Members through a
28 third-party Claims Administrator to facilitate individual settlements outside of this action. I became aware

1 of this because many of those class members called me. In total, Defendants executed Pick-Up Settlements
2 for 414 putative class members as of August 1, 2025, and paid out \$1,493,717.74 in these settlements.

3 15. At that point in time, the Parties decided to mediate the case once again. On Saturday,
4 August 23, 2025, the Plaintiffs and Defendants attended a second full-day mediation before Steven G.
5 Mehta which led to this Agreement to settle the Action. After a long and hard fought negotiation, the
6 Parties were able to come to an agreement.

7 16. Finally, the Parties were able to execute the long form Settlement Agreement now before
8 the Court for preliminary approval.

9 ***Plaintiffs' Allegations and Estimated Damages***

10 17. In the Complaint, Plaintiffs alleged Defendants were liable for class wide damages and
11 PAGA penalties as a result of Defendants' violations of the California Labor Code pertaining to waiting
12 time penalties.

13 18. Plaintiffs' estimated damages are based on the following facts and figures discussed
14 below.

15 19. Based on the foregoing, Plaintiffs estimated Defendants' maximum liability waiting time
16 penalties as follows:

- 17 a. As a result of Defendants' misclassification of the Class as independent contractors, and as
18 a result of their failure to pay the Class for all hours worked, including non-productive
19 time, and meal/rest period premiums, Defendants violated Labor Code § 203. Labor Code
20 § 203 provides "if an employer willfully fails to pay . . . any wages of an employee who is
21 discharged or who quits, the wages of the employee shall continue as a penalty. . ." for up
22 to 30 days. Lab. Code § 203; Mamika v. Barca, (1998) 68 Cal.App.4th 487, 492.
- 23 b. Defendants produced a spreadsheet before mediation which provides information
24 regarding the last date of employment, the date of last payment, and the wages of the
25 employees when broken down by hour. Defendant does not include how the calculation is
26 made, but presumably, the calculation for the salaried employees is the total salary divided
27 by 2000 or 2080 (the total number of working hours per year). There are 723 individuals
28 affected in Defendant's spreadsheet. Defendant helpfully provided a total sum of

1 \$3,444,433.12 in unpaid waiting time penalties. With the payment of \$1,428,392.74 to the
2 Class in individual settlements, there remains \$2,016,040.38 in unpaid waiting time
3 penalties.

4 20. Based on the information provided by Defendants, Plaintiffs estimated PAGA penalties
5 under Labor Code § 2699 as follows:

6 a. Under California Labor Code § 2699(f)(2) Defendants are subject to a civil penalty of \$100
7 for the initial violation of the aforementioned Labor Code violations, and \$200 for each
8 subsequent pay period where the violation occurred for the last one year, however, since
9 Plaintiff sent his PAGA Notice after Defendants had changed its policies, Plaintiff
10 calculated PAGA penalties using the \$100 initial violation figure.

11 b. As such, Plaintiff believes that there is a total of 75 pay periods in between April 6, 2020,
12 through the present.

13 c. Under California Labor Code § 2699(f)(2), Defendants are subject to a civil penalty based
14 upon the penalty statutes, or the total amount of 203 penalties. Plaintiff estimates the PAGA
15 penalties to be 723 x 32 pay periods (initial) x \$100= \$2,313,600.

16 21. Therefore, in an “everything goes right” scenario, Defendants’ liability amounts to
17 **\$2,016,040.38** for Class Action Wage and Hour Damages and **\$2,313,600** for PAGA Penalties. However,
18 Defendants presented a number of compelling defenses, and denied and continues to deny generally the
19 claims and contentions alleged in the Complaint. Therefore, Plaintiffs have applied discounts accordingly
20 on the maximum settlement value as calculated to come to Defendants’ realistic exposure.

21 ***Lack of Willfulness***

22 22. Plaintiffs put no or negligible value on his claim for waiting time penalties under California
23 Labor Code § 203. To establish liability for waiting time penalties under California Labor Code § 203,
24 Plaintiffs must show that Defendants acted willfully. Here, because of the timing of the issuance of the
25 *Augustus* decision and Defendants’ subsequent policy change, establishing Defendants’ liability for
26 waiting time penalties was a remote possibility at best due to difficulty proving Defendants’ willful
27 conduct. Moreover, all such claims would be subject to arbitration agreements, thus rendering them
28 largely worthless in litigation.

1 ***Discounts on the PAGA Penalties***

2 23. Under Labor Code section 2699(e)(2) a court may award a lesser amount than the
3 maximum civil penalty specified under PAGA, if based on the facts and circumstances of the particular
4 case, to do otherwise would result in an award that is unjust, arbitrary, and oppressive or confiscatory.
5 Courts often exercise their discretion to reduce the amount of PAGA penalties to as little as \$5.00 per pay
6 period or 18% of the available PAGA penalties.¹ Additionally, the Labor Commissioner has specifically
7 stated as recently as last year that the main purpose for assessing PAGA penalties by the Labor and
8 Workforce Development Agency is to enforce California's Labor Code, and obtain compliance.
9 Specifically, with regard to assessing the adequacy of settlements, the penalty amounts are resigned to
10 "promote PAGA's compliance and deterrence goals." Amicus Curiae Brief submitted by the State Labor
11 Commissioner, *Price v. Uber Technologies*, June 16, 2017. Therefore, Plaintiffs assessed a 50% discount
12 on the maximum liability for PAGA penalties due to the discretionary nature of PAGA penalties.

13 ***Defendants' Realistic, Risk-Adjusted Exposure***

14 24. Therefore, considering Defendants' maximum damages as calculated and applying the
15 discounts, Defendants' realistic exposure is as follows:

- 16 a. Defendants' maximum liability for waiting time penalties: \$2,016,040.38
17 b. \$2,313,600 PAGA penalties * 50% discount for discretionary nature = \$1,156,800
18 c. Because PAGA penalties are not subject to the same risks and discounts as the other claims
19 the \$98,950 is added on top of the realistic recovery of the other claims, \$2,016,040.38+
20 \$1,156,800= **\$3,172,840.38** (without attorneys' fees)

21 25. Therefore, the Gross Settlement Amount obtained represents **30.8%** (\$979,500 /
22 \$3,172,840.38 = 30.8%) of Defendants' realistic exposure on Plaintiffs' claims and reasonable
23 compromise of the claims.

24 **FAIRNESS AND ADEQUACY OF THE PROPOSED SETTLEMENT**

25 26. As described further below, I believe that the Settlement Amount is reasonable given the
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27 ¹ See e.g., *Kileigh Carrington v. Starbucks Corporation, et al.*, San Diego Superior Court Case No. 37-2014-00018637-CU-
28 OE-CTL (Apr. 3, 2017) holding that the plaintiff was only entitled to collect the reduced penalty amount of \$5.00 for each pay
period in which a meal period violation occurred or 5% of the PAGA penalties at issue); *Fleming v. Covidien, Inc.* (C.D. Cal.
Aug. 12, 2011) 2011 WL 7563047, at *4 (reducing PAGA penalties by 82%).

1 risk, expense, complexity, and likely duration of litigation. The Net Settlement Amount shall be divided
2 up and paid to Class Members who submit claims based on the pro rata number of eligible workweeks
3 that each Class Member worked during the Class Period² divided by the total number of eligible
4 workweeks worked by all Class Members during the Class Period. The formula relies upon objective
5 evidence of each Class Member's employment history, which Class Members can easily review and
6 confirm for themselves and challenge in the event they disagree with the pre-printed data. This
7 information is readily available from Defendants' records, and the Claims Administrator can apply the
8 formula in a fair and transparent manner.

9 27. The Settlement is fair and reasonable and was negotiated at arm's length between counsel.
10 Counsel for both parties were thoroughly familiar with the complex legal and factual questions at issue
11 in this litigation. The Settlement is a product of intensive negotiations, supported by investigation and
12 direct exchanges of information through formal and informal discovery, and during the course of
13 settlement negotiations, including a full-day mediation.

14 28. Another factor supporting the reasonableness and adequacy of the overall settlement
15 amount is that settlement payments will be made much sooner than could possibly have been the case if
16 the case were litigated through the class certification stage, much less through trial, before it is resolved.
17 The advantage to Class Members of avoiding delay in payment justifies accepting a lower percentage of
18 the maximum realistically likely recovery through an early settlement.

19 29. Given my experience as a wage and hour litigator, and based on my own investigation and
20 evaluation and consultation with my co-counsel, I believe the proposed Settlement addresses all of the
21 allegations of violations of California state law by Defendant, and provides adequate monetary relief to
22 Plaintiffs and Class Members. The estimated 296 Class Members will enjoy substantial monetary relief
23 and injunctive relief from the settlement. If the Court approves this settlement, the estimated average
24 recovery for each Class Member will be approximately \$1,972.97 on a net basis.³ In my experience, this
25 amount is substantial for class members in a class action involving on duty meal and rest breaks.

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27 ² The "Class Period" is defined as the period from March 24, 2013 through the date the Court enters a preliminary approval
28 order for this settlement.

³ Net Settlement Amount of \$584,000/ 296 Settlement Class Members = \$1,972.97.

30. Whereas proceeding with litigation would impose significant risk of no recovery as well as ongoing, substantial additional expenditures of time and resources, the settlement confers a benefit on Plaintiffs and Class Members. If settlement were not achieved, continued litigation of the claims would take substantial time and possibly confer no benefit on Class Members. By contrast, the settlement will yield a prompt, certain, and substantial recovery for Class Members, which also benefits the parties and the Court. Counsel on both sides share the view that this is a fair and reasonable settlement in light of the complexities of the case, Defendants' arbitration agreements with Class Members, the state of the law, class certification and litigation. Given the risks inherent in litigation and the defenses asserted, this settlement is fair, adequate, and reasonable and in the best interests of Class Members, and should be preliminarily approved.

FAIRNESS OF THE PROPOSED SERVICE AWARDS

31. The proposed Service Awards of \$15,000 to the Named Plaintiff is fair and reasonable. Plaintiff was instrumental in prosecuting this lawsuit and were an important source of information during the course of litigation this. Moreover, Plaintiff have no interests antagonistic to the interests of the Class.

32. Plaintiff provided invaluable assistance to Class Counsel and the Class in this case, including providing factual background for the proposed mediation and the Class Complaint; participating in phone calls to discuss litigation and settlement strategy; and reviewing the settlement documents. Plaintiff was also available during the duration of the all-day mediation which demonstrated their commitment to the Class. Plaintiff agreed to participate in this case with no guarantee of personal benefit. Further, Plaintiff agreed to undertake the financial risk of serving as Class Representatives and exposed themselves to the risk of negative publicity by anyone who opposed this case. Moreover, the requested \$15,000 Service Awards for Plaintiff falls within the range of incentive payments typically awarded to Class Representatives in similar class actions.

33. The Settlement Class would have received no benefit had it not been for the contributions of Plaintiffs. Moreover, Plaintiff faced and accepted the significant risk in bringing this litigation—namely, that had they lost, Plaintiff could have been ordered to pay Defendants' costs. In contrast to the more limited class release, Plaintiff also agreed to more robust general releases of all their claims.

34. I believe the requested Service Awards of \$15,000 for Plaintiff is reasonable and well

1 within precedent for Preliminary and Final Approval.

2 **ATTORNEYS' FEES AND COSTS**

3 35. Through my practice, I have gained significant experience regarding the obligations and
4 burdens of representing a class. This knowledge has allowed me and my firm, Potter Handy LLP, to
5 successfully represent plaintiffs in many class actions in the past years. As noted, numerous state and
6 federal courts in California have found that my firm is competent and capable of representing large classes
7 similar to the one here at issue.

8 36. Under the terms of the Settlement Agreement, Class Counsel is requesting \$326,500 in
9 attorneys' fees. This amount is equal to one third of the GSA agreed upon by the parties as the Settlement
10 Amount. This fee amount is fair, reasonable and consistent with awards obtained in similar class action
11 cases preliminary approved by courts in California. Moreover, if it becomes necessary to litigate this
12 matter further, my firm and our co-counsel have the financial resources and are prepared to devote
13 whatever time and effort are required to zealously advocate on behalf of Plaintiffs and the Class.
14 Significantly, the Retainer Agreement in this case provides fees up to 1/3 of the amount obtained.

15 37. Class Counsel Litigation Expenses Payment of up to \$35,000 is also reasonable, as will be
16 discussed again in detail in Plaintiffs' Motion for Final Approval.

17 38. If the Court grants preliminary approval to the settlement here and authorizes the
18 dissemination of the Class Notice, Plaintiffs' Counsel will file a request attorneys' fees and costs with
19 their motion for final approval that will be heard the same date as the final fairness hearing. Our firms
20 will need to expend additional hours and will incur additional costs preparing and filing the motion for
21 final approval and the motion for attorneys' fees and reimbursement of litigation costs, coordinating with
22 the claims administrator, and answering calls and questions from Class Members.

23 **CLAIMS ADMINISTRATOR**

24 39. The Settlement Agreement states that Simpluris, Inc. will be responsible for administration
25 of the Settlement and related matters, and that is appointed by the Court to administer the Settlement.
26 Simpluris has extensive experience in the claims administration of wage and hour class actions like this
27 one, having administered many class action settlements, and Class counsel has retained them for the
28 claims administration of other cases. See <https://www.simpluris.com/>.

1 I declare under penalty of perjury under the laws of the United States and the State of California
2 that the foregoing is true and correct.

3 Executed on this February 4, 2026 in San Diego, California.
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5 By: /s/ James M. Treglio
6 James M. Treglio, Esq.
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EXHIBIT A

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Marilynn Monroe (“Plaintiff”) and defendant Science Applications International Corporation (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1 “Action” means the Plaintiff’s lawsuit alleging waiting time violations against Defendant captioned *Monroe v. Science Applications International Corporation* initiated on March 6, 2023 and pending in Superior Court of the State of California, County of Los Angeles as Case No. 23STCV04908.
- 1.2 “Administrator” means Simpluris, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee” means all former exempt employees of Defendant who worked in California and who received their final pay after the time limits set by Labor Code section 201-202 during the PAGA Period.
- 1.5 “Class” means all former exempt employees of Defendant who worked in California and who received their final pay after the time limits set by Labor Code section 201-202 during the Class Period. The “Class” shall not include any person who has signed a release of their final pay claim including, without limitation, a Pick-up Stix release.
- 1.6 “Class Counsel” means James M. Treglio of Potter Handy, LLP
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and the numbers of days the Class Member’s final pay was paid after the time limits set by Labor Code section 201-202, according to Defendant’s records.

- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from March 6, 2020, through August 30, 2025.
- 1.13 “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of Los Angeles.
- 1.16 “Defendant” means named Defendant Science Applications International Corporation.
- 1.17 “Defense Counsel” means Aaron H. Cole of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
- 1.18 “Effective Date” means the date by when all of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; (b) the Judgment is final, and (c) Defendant receives notice of the Court’s Judgment on its Order Granting Final Approval of the Settlement. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.

- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22 “Gross Settlement Amount” means \$979,500.00, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses. This is a non-reversionary Settlement.
- 1.23 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of days the Participating Class Member’s final pay was paid after the time limits set by Labor Code section 201-202, according to Defendant’s records .
- 1.24 “Individual PAGA Payment” means the Aggrieved Employee’s equal share of 25% of the PAGA Penalties.
- 1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30 “PAGA Period” means the period from January 31, 2022 through August 30, 2025.
- 1.31 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

- 1.32 “PAGA Notice” means Plaintiff’s December 12, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.33 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$2,500.00) and 75% to LWDA (\$7,500.00) in settlement of PAGA claims.
- 1.34 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.35 “Plaintiff” means Marilyn Monroe, the named plaintiff in the Action.
- 1.36 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.37 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.38 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.39 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.40 “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.41 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.42 “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the date that the Response Deadline has expired.
- 1.43 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. **RECITALS.**

- 2.1 On March 6, 2023, Plaintiff commenced this Action by filing a complaint alleging causes of action against Defendant for waiting time penalties, civil penalties under the California Private Attorneys General Act (“PAGA”), and unfair competition on behalf of all individuals employed by Defendant as hourly, non-exempt employees, who were not paid on time after the end of their employment with Defendant during the Class Period. On April 6, 2023, Plaintiff filed a First Amended Complaint alleging the same causes of action against Defendant on behalf of all individuals who were employed by Defendant as salaried, exempt employees, and who were not paid on time after the end of their employment with Defendant during the Class Period. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”) Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3 On November 19, 2024 and August 23, 2025, the Parties participated in all-day mediations presided over by Steve Mehta, which led to this Agreement to settle the Action on a class-wide and PAGA-wide basis.
- 2.4 Prior to mediation, Plaintiff obtained, through informal discovery, pertinent employment history and payroll data . Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“Dunk/Kullar”).
- 2.5 The Court has not granted class certification.
- 2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$979,500.00 and no more as the Gross Settlement Amount. Defendant have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

- 3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$15,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be \$326,500.00 and a Class Counsel Litigation Expenses Payment of not more than \$35,000.00. Defendant will not oppose requests for these payments provided they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$9,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$9,000, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of days all

Participating Class Members' final pay was paid after the time limits set by Labor Code section 201-202 during the Class Period and (b) multiplying the result by the number of days the Participating Class Member's final pay was paid after the time limits set by Labor Code section 201-202 during the Class Period.

3.2.4.1 Tax Allocation of Individual Class Payments. 100% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties. The Participating Class Member's Individual Class Payment are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$10,000.00 to be paid from the Gross Settlement Amount, with 75% (\$7,500.00) allocated to the LWDA PAGA Payment and 25% (\$2,500.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$2,500.00 by the total number of Aggrieved Employees during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1 Defendant's Records. Based on a review of its records to date, Defendant estimates there are 296 Class Members as of August 15, 2025, and 325 Aggrieved Employees.

4.2 Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for

purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained

through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks [to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 **Plaintiff's Release.** Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences from the beginning of time to the date of signing this agreement. This general release includes any and all claims and causes of action arising from the employment relationship with Defendant or any Released Party, including, without limitation, claims for wrongful termination, discrimination, harassment, or retaliation pursuant to Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000 et seq., the California Fair Employment and Housing Act, Cal. Gov't Code Section 12900 et seq., or the California Labor Code. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the

provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

Plaintiff may hereafter discover claims or facts in addition to, or different from, those which he now knows or believes to exist, but Plaintiff expressly agrees to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist on behalf of or against the other at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendant.

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the class claims that Plaintiff alleged in the Operative Complaint against the Released Parties, including: a) failure to pay timely all wages due at termination; (b) all claims under California Unfair Competition Law that were alleged in the Operative Complaint based on the facts and legal theories contained in the Operative Complaint. The time period governing the Released Class Claims shall be the Class Period.

5.3 Release by Aggrieved Employees: Plaintiff – in her individual capacity and on behalf of the State of California and the LWDA – and all Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the PAGA claims that Plaintiff alleged in the operative complaint or PAGA notice letter to the LWDA against the Released Parties, including, but not limited to, all PAGA claims seeking civil penalties premised upon: a) failure to pay timely all wages due at termination; b) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq that were alleged in the operative complaint or PAGA notice letter to the LWDA. The time period governing the PAGA Released Claims shall be the PAGA Period. The PAGA Released Claims do not release any Aggrieved Employees' claims for wages or statutory penalties.

6. **MOTION FOR PRELIMINARY APPROVAL**. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the

notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under Dunk/Kullar and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Simpluris to serve as the Administrator and verified that, as a condition of appointment, Simpluris agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members and PAGA Members in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of days the Class Member's final pay was paid after the time limits set by Labor Code section 201-202, according to Defendant's records. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members' written objections, Challenges, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days

otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

- 7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 6.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Individual Settlement Payment. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the numbers of days the Class Member's final pay was paid after the time limits set by Labor Code section 201-202, which are allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the numbers of days the Class Member's final pay was paid after the time limits set by Labor Code section 201-202 contained in the Class Notice is correct. The Administrator's determination of each Class Member's allocation of the numbers of days the Class Member's final pay was paid after the time limits set by Labor Code section 201-202 shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not

limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

- 7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.
8. **ESCALATOR CLAUSE** Based on its records, Defendant estimates that there are 296 Class Members who received their final pay after the time limits set by Labor Code section 201-202 during the Class Period. If the total number of Class Members exceed 325 (which is 10% more than Defendant's representation), Defendant will increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of Class Members above the 10% (i.e., if there was an 11% increase in the number of Class Members during the Class Period, Defendant will agree to increase the Gross Settlement Amount by 1%). Provided however, that at Defendant's discretion, in lieu of paying for any excess Class Members, the Class Period may be shortened so that it includes only a total of 296 Class Members.
9. **DEFENDANT'S RIGHT TO WITHDRAW**. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL**. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents

to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the

appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

In the event: (i) the Court denies preliminary approval of the Settlement; (ii) the Court denies final approval of the Settlement; (iii) the Court refuses to enter a Final Judgment as provided herein; or (iv) the Settlement does not become final for any other reason, this Settlement Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning.

11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in

response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication with, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.
- 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

- 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement

falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

- 12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

James M. Treglio
jimt@potterhandy.com
100 Pine St., Ste 1250
San Francisco, CA 94111
Telephone: (858) 375-7385

To Defendant:

Aaron H. Cole
Aaron.Cole@ogletreedeakins.com

- 12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

- 12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: 12/18/2025

Marilynn Monroe

E9CDEB1D8FB65CE7EA15A5A6E8685C5D

readysign

Marilynn Monroe

Dated: _____

Applications International Corporation
By: _____
Its: _____

AGREED AS TO FORM

Dated: **12/18/2025**

POTTER HANDY, LLP

James M. Treglio

E66D4686FB3D25DD70C737C7645D4A67

ready**sign**

James M. Treglio

Dated: _____

OGLETREE, DEAKINS, NASH, SMOAK & STEWART,
P.C.

Aaron Cole

Dated: 1/7/2026



Science Applications International Corporation

By: Hilary L. Hageman

Its: EVP, General Counsel & Corporate Secretary

AGREED AS TO FORM

Dated: _____

POTTER HANDY, LLP

James M. Teglio

Dated: 1/8/2026

OGLETREE, DEAKINS, NASH, SMOAK & STEWART,
P.C.



Aaron Cole

EXHIBIT 1

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

Monroe v. Science Applications International Corporation ,
Case No. 23STCV04908, Los Angeles County Superior Court

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Science Applications International Corporation (“Defendant”) for alleged wage and hour violations. The Action was filed by a former employee, Marilynn Monroe (“Plaintiff”) and seeks payment of (1) waiting time penalties for a class of former exempt employees of Defendant who worked in California and who received their final pay after the time limits set by Labor Code section 201-202 during the Class Period (March 6, 2020, through August 30, 2025) (“Class Members”) (The “Class Members” shall not include any person who has signed an individual settlement and release of their final pay claim.); and (2) penalties under the California Private Attorney General Act (“PAGA”) for former exempt employees of Defendant who worked in California and who received their final pay after the time limits set by Labor Code section 201-202 during the PAGA Period (January 31, 2022, through August 30, 2025) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Class Payment, then according to Defendant’s records you are not eligible for an Individual Class Payment because you signed an individual settlement agreement. If no amount is stated for your Individual PAGA Payment under the Settlement, then according to Defendant’s records you are not eligible for an Individual PAGA Payment because your employment was not terminated during the PAGA Period.)

The above estimates are based on Defendant’s records showing that the numbers of days your final pay was paid after the time limits set by Labor Code section 201-202, **was _____ and your employment was terminated** during the PAGA Period. If you believe that your final pay was paid later, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have

carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you are a Class Member, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all

	Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many days late you received your final pay during the Class Period and whether your employment ended during the PAGA Period, respectively. This information according to Defendant’s records is stated on the first page of this Notice. If you disagree, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to timely pay final wages upon termination. Based on the same claim, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: James M. Treglio of Potter Handy, LLP. (“Class Counsel.”)

Defendant strongly denies violating any laws and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits.

In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$979,500.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - a. Up to \$326,500.00 (one-third of the Gross Settlement to Class Counsel for attorneys’ fees and up to \$35,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to \$15,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.

- c. Up to \$9,000 to the Administrator for services administering the Settlement.
- d. Up to \$10,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on the numbers of days the Class Member’s final pay was paid after the time limits set by Labor Code section 201-202, according to Defendant’s records.
- 4. Classification of Payments to Class Members for Tax Purposes. The Individual Class Payments and Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual Class Payments and Individual PAGA Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to this allocation, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

- 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting

forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Simpluris (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice. 9.
9. Participating Class Members' Release. After the Judgment is final and Defendant have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the class claims that Plaintiff alleged in the Operative Complaint against the Released Parties, including: a) failure to pay timely all wages due at termination; (b) all claims under California Unfair Competition Law that were alleged in the Operative Complaint based on the facts and legal theories contained in the Operative

Complaint. The time period governing the Released Class Claims shall be the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

Plaintiff – in her individual capacity and on behalf of the State of California and the LWDA – and all Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the PAGA claims that Plaintiff alleged in the operative complaint or PAGA notice letter to the LWDA against the Released Parties, including, but not limited to, all PAGA claims seeking civil penalties premised upon: a) failure to pay timely all wages due at termination; b) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq that were alleged in the operative complaint or PAGA notice letter to the LWDA. The time period governing the PAGA Released Claims shall be the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of days that all Participating Class Members' final pay was paid after the time limits set by Labor Code section 201-202 during the Class Period and (b) multiplying the result by the number of days each Participating Class Member's final pay was paid after the time limits set by Labor Code section 201-202 during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$2,500.00) by the total number of Aggrieved Employees during the PAGA Period.
3. Workweek/Pay Period Challenges. The number of days you were paid your final pay after the time limits set by Labor Code section 201-202 as recorded in Defendant's

records, is stated in the first page of this Notice. You have until _____ to challenge the number of days credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Monroe v. Science Applications International Corporation*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ or the Court's website _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Monroe v. Science Applications International Corporation* and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department 11 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____'s website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 23STCV04908. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Potter Handy, LLP
James M. Treglio
jimt@potterhandy.com
100 Pine St., Ste 1250
San Francisco, CA 94111
Telephone: (858) 375-7385

Settlement Administrator:

Name of Company: Simpluris
Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the California State Controller's Office - Unclaimed Property Division at (800) 992-4647; mail at P.O. Box 942850, Sacramento, CA 94250; in-person 10600 White Rock Road, Suite 141, Rancho Cordova, CA 95670 for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT B



POTTER HANDY, LLP

A Law Firm

100 Pine St., Ste 1250
San Francisco, CA 94111

James M. Treglio, Esq.
JimT@potterhandy.com
Phone: (415) 534-1911
Fax: (888) 422-5191

James M. Treglio, Head of Class Action Division

Practice Areas: Consumer Class Actions, False Advertising, Unfair Competition, Wage and Hour Litigation, Background Check Cases, Data Breaches, Unlawful Recordings, Confidentiality of Medical Information Act, PAGA Representative Actions, Housing Discrimination

Admitted: 2003, California

Biography: Staff Attorney, Fair Housing Council of San Diego, 2003 – 2006, Associate, Clark & Markham LLP, 2006 to 2012, Associate Clark Law Firm 2012-2015, Partner, Clark & Treglio, 2015-2016, Associate, Keegan & Baker, LLP 2016-2018, Associate, Melmed Law Firm, P.C., 2018-2019, Head Attorney, Class Action Division, Potter Handy, LLP, ; Lecturer – Fair Housing Laws and Litigation Conference 2006.

Education: College of William and Mary (B.A., 1998), University of San Diego (J.D. 2003)

Reported Cases: *Steroid Hormone Product Cases*, 181 Cal.App.4th 145 (2010); *Mendoza v. Nordstrom, Inc.*, 2 Cal.5th 1074 (2017); *James Cunha v. Intellicheck, LLC, et al.*, 254 F.Supp.3d 1124 (N.D. Cal. 2017); *Brinkley v. Monterey Financial Services, Inc.*, 873 F.3d 1118 (9th Cir. 2017).

Class Action Experience

Agbunag v. Oracle Health Corporation – In litigation

San Mateo County Superior Court, Case No. 25-CIV-02618

Nature of Case: Data Breach – Violation of CMIA, CCPA, and UCL

Aguilera v. Eagle Systems International, d/b/a Synergy Companies (Lead) - Settled

Alameda County Superior Court, Case No. RG14742927

Nature of the Case: Unfair Competition- Failure to Pay Wages, Failure to Pay Overtime Compensation, Failure to Reimburse for Business Expenses, Failure to Provide Waiting Time Penalties, Failure to Provide Meal and Rest Breaks, Unfair Competition

Alvarado v. Lewis Operating Co. (Co-Counsel) - In Litigation

Sacramento Superior Court, Case No. 34-2014-00159707

Nature of the Case: Unfair Competition- Failure to Pay Wages Owed, Unfair Competition, PAGA

Anderson v. Oracle Corporation (Co-counsel) – Settled

San Mateo Superior Court, Case No. CIV469916

Nature of Case: Unfair Competition – Overtime, Meal and Rest Breaks

Andreas v. Lowe's HIW, Inc. (Lead associate) – Settled
United States District Court for the District of Nevada, Case No. 3:07-CV-253
Nature of the Case: Unpaid Overtime

In Re Androstendiol Cases (lead associate) – Settled
Los Angeles Superior Court, JCCP 4363,
Nature of the Case: Unfair Competition-: Deceptive Advertising, CLRA, Unfair Competition Law

Arellano v. Kellermeyer (lead) - Settled
United States District Court for the Southern District of California, Case No. No. 13-cv-00533-BAS (BGS)
Nature of the Case: Unfair Competition- Unpaid Overtime, Meal and Rest Breaks, Failure to Itemize Wage Statements, Waiting Time Penalties

Avalos v. Cigna Healthcare of California, Inc., et al. – In litigation
Sacramento County Superior Court, Case No. 25CV013944
Nature of Case: Data Breach – Violation of CMIA, CCPA, CIPA, and UCL

Bacon v. Volt (lead) – In litigation
Orange Superior Court, Case No. 30-2023-01351004-CU-OE-CXC
Nature of Case: Unlawful Background Checks

Bahr v. Checkr (lead) – In litigation
San Francisco Superior Court, Case No. CGC-24-613696
Nature of Case: Unlawful Background Checks

Bello v. Proctor & Gamble (lead) - Settled
United States District Court for the Central District of California, Case No. 8:12-cv-01583
Nature of Case: Unfair Competition, Unpaid Meal and Rest Breaks, Failure to Reimburse Business Expenses

Bennie v. Lowe's HIW, Inc. (Lead) – Settled
United States District Court for the Central District of California, SACV08-00576 DOC
Nature of the Case: Unfair Competition – Failure to Provide a Day of Rest

Blakely v. Dependable Highway Express, Inc. (lead) – In litigation
Sacramento Superior Court, Case No. 25CV002772
Nature of Case: Wage and Hour Case (unpaid hours, meal and rest periods)

Bloomquist v. Covance, Inc. (Associate) – In Litigation
San Diego Superior Court, Case No. 37-2016-00026455-CU-OE-CTL
Nature of Case: Misclassification of clinical research associates, unpaid overtime, missed meal and rest periods, unitemized wage statements

Boobar, et al. v. Krispy Kreme, et al. – In litigation
San Bernardino County Superior Court, Case No. CIVSB2521939

Nature of Case: Data Breach – Violation of CCPA, CPRA, UCL, negligence, and negligence per se

Brannon v. Rancho Family Medical Center (lead) – In litigation
Riverside Superior Court, Case No. CVRI2403395
Nature of Case: CMIA violations

Brinkley v. Monterey Financial Services, Inc. – In Litigation
United States District Court, Southern District of California, Case No. 16-cv-1103-WQH-WVG
Nature of Case: Unlawful recording of phone calls

Brown v. Walgreen, et al. – In litigation
Los Angeles County Superior Court, Case No. 25STCV25723
Nature of Case: Wage and hour violations

Bulisco v. Mosaic Solutions (Associate) - Settled
Orange County Superior Court, Case No. 30-2011-00047600-CU-OE-CXC
Nature of the Case: Unfair Competition- Failure to Pay Wages Owed, Provide Meal and Rest Breaks, Failure to Itemize Wage Statements, Failure to Reimburse for Business Expenses, Split Shifts, Timely Pay Upon Termination.

Caceres v. Dominguez Landscaping, et al. – In litigation
Sacramento County Superior Court, Case No. 25CV025458
Nature of Case: Wage and hour violations

Castruita, et al. v. Arrowhead Evaluation Services, Inc., et al. – In litigation
San Bernardino County Superior Court, Case No. CIVSB2517377
Nature of Case: Data Breach – Violation of CMIA, CCPA, and UCL

Chen v. Bank of America (lead) – In litigation
United States District Court, Southern District of California, Case No. 3:23-cv-01762-LAB-DEB
Nature of Case: CLRA and UCL claims for turning off AutoPay without notice

Cunha, et al., v. Intellicheck, et al. (Lead Associate) - Settled
United States District Court, Northern District of California, Case No. 17-cv-00597-JST
Nature of Case: FCRA Violations connected with background checks.

Cohen v. Lowes HIW, Inc. (Lead Associate) – Settled
United States District Court, Central District of California, SACV 10-00425-CJC (MLGx)
Nature of Case: Unfair Competition- Failure to Itemize Wage Statements, Unlawful Deductions

Cohen v. PostMeds – In litigation
United States District Court, Northern District of California, Case No. 4:23-cv-05710-HSG
Nature of Case: CMIA violations

Cones v. Parexel International Corporation (Lead Associate) -- Settled
United States District Court, Southern District of California, Case No. 16cv3084 L (BGS)
Nature of Case: Unfair Competition: misclassification as salaried employees, overtime, meal periods, rest periods, wage statements.

Connell v. Sun Microsystems, Inc. (Co-Counsel) – Settled
Alameda Superior Court, RG06252310
Nature of Case: Unfair Competition – Unpaid overtime related to misclassification as salaried employees, unpaid overtime, meal periods, rest periods, etc.

Contreras v. Bank of America, N.A., (Lead Associate) - Settled
San Francisco Superior Court, Case No. CGC-07-467749
Nature of Case: Unfair Competition- Failure to Pay Overtime, Unreimbursed Business Expenses

Copas v. San Bernardino Care Company (lead) – Settlement
San Bernardino Superior Court, Case No. CIVDS1705324
Nature of Case: Wage and Hour Case (meal and rest periods)

Corona v. Airtouch Wireless d/b/a Verizon Wireless (Lead) - Settled
Los Angeles Superior Court, Case No. BC467679
Nature of the Case: Unfair Competition, Unpaid Wages and Vacation Time

Cota v. Countrywide Securities, et al. (Lead Associate) – Settled
Los Angeles County Superior Court, BC388005
Nature of Case: Unfair Competition – Overtime, Meal and Rest Breaks

Crawford v. Career Systems (lead) – In litigation
Sacramento Superior Court, Case No. 24CV022776
Nature of Case: Wage and Hour Case (meal and rest periods)

Cushshon v. Blue Shield (lead) – In litigation
Sacramento Superior Court, Case No. 24CV009897
Nature of Case: Wage and Hour Case (meal and rest periods)

Davtian v. Uber and Checkr (lead) – In litigation
San Francisco Superior Court, Case No. CGC-24-615615
Nature of Case: Unlawful Background Checks

Decarr v. Harvest Management (Associate) - Settled
Santa Clara Superior Court, Case No. 109CV153466
Nature of Case: Unfair Competition- Unpaid Overtime and Meal And Rest Breaks

Del Valle v. LA Fitness (Lead Associate) - Settled
Los Angeles Superior Court, Case No. BC438654
Nature of Case: Unfair Competition- Failure to Pay Overtime, Meal and Rest Breaks, Reimburse Expenses, Split Shifts

Diaz v. Amazon Flex – In Litigation

United States District Court, Western District of Washington, Case No. 2:21-CV-00419-JCC

Nature of Case: Wage and Hour Case (meal and rest periods)

Diaz v. The Merchant of Tennis – In litigation

Los Angeles Superior Court, Case No. 20STCV47392

Nature of Case: Wage and Hour Case (meal and rest periods)

Dunlap, et al. v. Episource – In litigation

Sacramento County Superior Court, Case No. 25CV018214

Nature of Case: Data Breach – Violation of CMIA, CCPA, CPRA, and UCL

Elrington v. Citadel Security (lead) – LWDA filing pending

LWDA, Case No. pending

Nature of Case: Wage and Hour Case (meal and rest periods)

Encalada v. Info Line of San Diego, et al. – In litigation

San Diego Superior Court, Case No. 25CU064263C

Nature of Case: Wage and Hour Case (meal and rest periods)

Escobar v. Tri-City – Pending filing

San Diego Superior Court, Case No. pending

Nature of Case: CMIA violations

Estrella v. Freedom Debt Relief (Associate) – Settled

United States District Court for the Central District of California, Case No. CV 09–03156 SI

Nature of Case: Unfair Competition – Unlawful Business Practices

Evans v. Walmart (Co-Counsel)- Settled

United States District Court, District of Nevada, Case No. 2:10-CV-1224-JCM-JCL

Nature of Case: Unfair Competition- Failure to Pay Overtime

Fjeld v. Penske (Lead) - Settled

United States District Court for the Central District of California, Case No. No. CV 12–3500–GHK (JCGx).

Nature of the Case: Unfair Competition- Unpaid Wages, Overtime, Meal and Rest Breaks, and to Itemize Pay

Flores v. Hanford Community Hospital, et al. – In litigation

Tulare Superior Court, Case No. VCU327294

Nature of Case: Wage and Hour Case (meal and rest periods)

Fontes v. Heritage Propane (Lead) - Settled

United Stated District Court, Southern District of California, Case No.: 14cv1413-MMA (NLS): 14cv1413-MMA (NLS)

Nature of the Case: False Advertising, Unfair Competition

Friedlander v. Hot Topic (Lead) -Settled

Los Angeles Superior Court, Case No. BC520319

Nature of the Case: Failure to Reimburse Business Expenses, Failure to Provide Meal and Rest Periods, Failure to Pay Overtime, Unfair Competition

Fuzell v. Hallmark Marketing Corporation (Co-Counsel) – Settled

United States District Court, Central District of California, Case No. CV08-04342 VBF (Ex)

Nature of Case: Unfair Competition – Unpaid time, Unreimbursed Expenses

Gandara v. Nestle Purina (Co-Counsel) - Settled

United States District Court, Northern District of Illinois, Case No. 1:12-cv-02871

Nature of the Case: Unfair Competition, Consumers Legal Remedies Act

Garcia v. Goodwill of Silicon Valley (lead) – Settlement

Santa Clara Superior Court, Case No. 21CV382972

Nature of Case: Wage and Hour Case (meal and rest periods)

Geib v. Jacobs Technology (Lead) – In Litigation

United States District Court, Northern District of California, Case No. cand-5:2023-cv-00169

Nature of Case: Wage and Hour Case (meal and rest periods)

Godinez v. Wash Multifamily Laundry Systems, LLC – In litigation

San Diego Superior Court, Case No. 24CU030467C

Nature of Case: Wage and Hour Case (unpaid hours, meal and rest periods)

Gomes v. Partnership HealthPlan of California – Settlement

Solano Superior Court, Case No. FCS059095

Nature of Case: Data Breach

Gutierrez v. Johnson & Johnson (Lead) – In Litigation

United States District Court, Southern District of California, Case No. 3:19-cv-01345-DMS-AGS

Nature of Case: Unfair competition, false advertising, CLRA.

Gruender v. First American Title Company (Lead Associate) – Settled

Orange County Superior Court, Case No. 06CC00197

Nature of Case: Unfair Competition – Overtime, Meal and Rest Breaks

Guy v. Toys R Us, Inc., et al., (Lead Associate) – In Bankruptcy

United States District Court, Southern District of California, Case No.: 16-CV-2224-AJB-JMA

Nature of Case: Unreimbursed business expenses, unpaid vacation time upon termination, unfair competition, PAGA.

Harrington v. Professional Security Consultants (Lead) -Settled

Los Angeles Superior Court, BC538101
Nature of the Case: Failure to Pay Waged Owed, Unfair Competition, PAGA

Hasan v. Talia First Class Limousine (lead) – LWDA
LWDA, Case No. CM-1032916-24
Nature of Case: Wage and Hour Case (meal and rest periods)

Hill v. Chicos, Inc., (Lead) - Settled
San Mateo Superior Court, Case No. CIV 522758
Nature of Case: Unfair Competition- Failure to Reimburse Business Expenses

Holmes v. OK Produce – In litigation
Fresno Superior Court, Case No. 21CECG02070
Nature of Case: Wage and Hour Case (COVID checks)

Howard v. Select Source (Lead) – In litigation
Los Angeles Superior Court, Case No. 24STCV06991
Nature of Case: FCRA - Unlawful Background Checks

Hutton, et al. v. Commonspirit Health – In litigation
Shasta County Superior Court, Case No. 25CV-0208020
Nature of Case: Data Breach – Violation of CMIA, CCPA, and UCL

Ierien v. The World Protection Group (Lead) – Settlement
Los Angeles Superior Court, Case No. 20STCV44972
Nature of Case: Wage and Hour Case (meal and rest periods)

Johnson v. Metlife (Co-Counsel)- Settled
United States District Court, for the Central District of California, Case No. SACV 13-128-JLS (RNBx)
Nature of the Case: Unfair Competition, Unpaid Wages, Overtime, Meal and Rest Breaks

Jones v. Wal-Mart (Co-Counsel)- Settled
United States District Court, Central District of California, Case No. SACV 13–128–JLS (RNBx).
Nature of the Case: Unfair Competition, Failure to Pay Wages Owed, Overtime, and to Itemize Pay Statements

Julku v. Fogo de Chao, et al. – In litigation
Orange Superior Court, Case No. 30-2025-01525177-CU-OE-CXC
Nature of Case: Wage and Hour Case (meal and rest periods)

Linares v. California Physicians' Service – In litigation
Los Angeles County Superior Court, Case No. 25STCV11249
Nature of Case: Data Breach – Violation of CMIA, CIPA, CCPA, and UCL

Little v. Turning Point – In litigation
Sacramento County Superior Court, Case No. 25CV007227

Nature of Case: Data Breach – Violation of CMIA, CCPA, and UCL

Lizarraga v. CBC Restaurant Corp. (Lead Associate) - Settled
Orange County Superior Court, Case No. 30-2008-00233464
Nature of Case: Unfair Competition- Overtime, Meal and Rest Breaks

Lopez v. Cencora – In litigation
E.D. Penn., Case No. pending
Nature of Case: Data Breach – Violation of CMIA, CCPA, and UCL

Lopez v. Haas Automation – In litigation
Ventura Superior Court, Case No. 2025CUOE055336
Nature of Case: Wage and Hour Case (meal and rest periods)

Lyle v. Spectrum (Lead) – LWDA filing pending
LWDA, Case No. pending
Nature of Case: Wage and Hour Case (meal and rest periods)

Macopson v. AT&T – Settlement
Los Angeles Superior Court, Case No. 22STCV13800
Nature of Case: Wage and Hour Case (meal and rest periods)

Magallanes v. Discovery Practice Management – Settlement
Orange Superior Court, Case No. 30-2021-01213556-CU-MC-CXC
Nature of Case: Data Breach

Magallanes v. Illuminate Education (Lead) – Appeal
Ventura Superior Court, Case No. 56-2022-00567324-CU-MC-VTA
Nature of Case: CMIA violations

McCormick v. Baymark Health Services – In litigation
Fresno County Superior Court, Case No. 25CECG02453
Nature of Case: Data Breach – Violation of CMIA, CCPA, and UCL

Melendez v. Solar Turbines (Lead) – LWDA
LWDA, Case No. CM-1021794-24
Nature of Case: Wage and Hour Case (meal and rest periods)

Mendoza v. Nordstrom (Lead) - Settled
United States District Court, Central District of California, Case No.: SACV 10–00109–
CJC(MLGx)
Nature of Case: Unfair Competition- Working 7 or More Consecutive Days, Split Shifts

Mendoza v. Westdetail LLC, et al. – In litigation
Los Angeles Superior Court, Case No. 25STCV34319
Nature of Case: Wage and Hour Case (willful misclassification as independent contractors)

Miller v. Kold Trans (Lead) – LWDA

LWDA, Case No. CM-1036862-24

Nature of Case: Wage and Hour Case (unlawful deductions from pay)

Miller v. RP On-Site, LLC, et al. (Lead) – Settled

United States District Court, Northern District of California, Case No. 5:19-cv-02114-LHK

Nature of Case: Unfair Competition – Background Checks

Miller v. Wellpoint Companies, Inc. (Associate) – Settled

United State District Court, Central District of California, Case No. 09-5666 GW (RCX)

Nature of Case: Payment by way of out-of-state checks.

Minor v. Barnes & Noble, Inc. (Lead Associate) - Settled

Alameda County Superior Court, Case No. RG09450216

Nature of Case: Unfair Competition- PAGA Claim for Paying With Out of State Check

Miranda v. Parkhouse Tires – In litigation

San Bernardino Superior Court, Case No. CIVSBZ530359

Nature of Case: Wage and Hour Case (meal and rest periods)

Miranda v. SABA Couriers (Lead) – Settlement

Los Angeles Superior Court, Case No. 22STCV06847

Nature of Case: Wage and Hour Case (meal and rest periods)

Mitre v. Smart & Final (Lead) - Settled

Santa Clara Superior Court, Case No. 113CV241954

Nature of the Case: Unfair Competition, Failure to Reimburse Business Expenses

Monroe v. Science Applications International Corporation (Lead) – In litigation

Los Angeles Superior Court, Case No. 23STCV04908

Nature of Case: Wage and Hour Case (late final pay)

Moreno v. DLA Piper LLP (US) – In litigation

San Diego County Superior Court, Case No. 25CU045975C

Nature of Case: Wage and Hour Violations

Murry v. Kellogg Sales Company (Lead) - Settled

Los Angeles Superior Court, Case No. BC411211

Nature of Case: Unfair Competition- Misclassification, Certified for Unitemized Wage Statements

Nabong v. Bloom Energy (Lead) – In litigation

Alameda Superior Court, Case No. 24CV066560

Nature of Case: Wage and Hour Case (meal and rest periods)

Nelson v. TireHub LLC, et al. – In litigation

Orange Superior Court, Case No. 30-2025-01529219-CU-OE-CXC

Nature of Case: Wage and Hour Case (meal and rest periods)

Newton v. Kaiser Foundation Health Plan (Lead) – In litigation
United States District Court, Northern District of California, Case No.: 24-cv-03625-EMC
Nature of Case: CMIA and CIPA violations

Nguyen v. AT&T (Lead) – In litigation
United States District Court, Northern District of California, Case No.: 24-cv-03574-NC
Nature of Case: CPRA, CLRA, UCL violations for Data Breach

Nguyen v. Children’s Hospital of Orange County – Settlement
Orange Superior Court, Case No. 30-2023-01299735-CU-OE-CXC
Nature of Case: Wage and Hour Case (meal and rest periods)

Nguyen v. Clever Care Health Plan (Lead) – In Litigation
Orange Superior Court, Case No. 30-2024-01412058-CU-BT-CXC
Nature of Case: Unlawful Recording

Ocampo v. Nor-Cal Beverage Co., Inc. (Lead) – Settlement
Orange Superior Court, Case No. 30-2021-01226173-CU-OE-CXC
Nature of Case: Wage and Hour Case (meal and rest periods)

Olson v. Amazon – Stayed
Sacramento Superior Court, Case No. 34-2021-00309281
Nature of Case: Wage and Hour Case (meal and rest periods)

Olson v. Tandem Care (Lead) – In Litigation
San Diego Superior Court, Case No. 37-2023-00013021-CU-OE-CTL
Nature of Case: Wage and Hour Case (misclassification, meal and rest periods)

Olson v. Yerbae (Lead) – In Litigation
San Diego Superior Court, Case No. 25CU002722C
Nature of Case: CCRAA violations

Osoy v. Caliber (Lead) – Settlement
Los Angeles Superior Court, Case No. 21STCV12589
Nature of Case: Wage and Hour Case (meal and rest periods)

Owen v. Robinson’s May (Lead Associate) – Settled
Los Angeles County Superior Court, Case No. BC355629
Nature of the Case: Unfair Competition – Failure to Pay Vacation Accrued

Palma v. Team Alliance Logistics (Lead) – Settlement
Los Angeles Superior Court, Case No. 22STCV40081
Nature of Case: Wage and Hour Case (meal and rest periods)

Padilla v. Kraft Foods Global, Inc., (Lead Associate) – Settled
Orange County Superior Court, 07CC00009
Nature of Case: Unfair Competition – Overtime, Meal and Rest Breaks

Padilla v. Sonrisas Dental Health, Inc. – In litigation

San Mateo County Superior Court, Case No. 25-CIV-04083

Nature of Case: Data Breach – Violation of CMIA, CCPA, CPRA, and UCL

Pandolfi v. APRO – In Litigation

Los Angeles Superior Court, Case No. 23STCV04096

Nature of Case: Wage and Hour Case (meal and rest periods)

Pearce v. SBC Advanced Solutions, Inc., (Lead Associate) – Settled

United States District Court, Central District of California Case No. 8:07-cv-00450

Nature of Case: Unfair Competition – Overtime, Meal and Rest Breaks

Pedroso v. Airlines Avianca – In litigation

Los Angeles County Superior Court, Case No. 25STCV17790

Nature of Case: Data Breach – Violation of CIPA, CDAFA, Invasion of Privacy, and Wire Tap Act

Pedroso v. Bank of America (Lead) – Pending filing

Los Angeles Superior Court, Case No. pending

Nature of Case: CLRA, FAL, UCL claims for checking

Penn v. Skywest Airlines, Inc. – In Litigation

ED Cal. 1:25-at-01127

Nature of Case: Wage and Hour Case (meal and rest periods)

Phillips v. Equity Residential Management, L.L.C. (Lead) – In Litigation

Orange Superior Court, Case No. 30-2024-01419552-CU-BT-CXC

Nature of Case: UCL for illegally collected pest control fees

Phillips v. Urban Alchemy – In Litigation

San Francisco Superior Court, Case No. CGC-25-630339

Nature of Case: Wage and Hour Case (meal and rest periods)

Powell v. Aveanna Healthcare AS, LLC – In Litigation

Sacramento Superior Court, Case No. 25CV025252

Nature of Case: Wage and Hour Case (meal and rest periods)

Ramirez v. Wells Fargo N.A., (Co-Counsel)-Settled

Alameda County Superior Court, Case No. RG1046146

Nature of Case: Unfair Competition- Overtime, Meal and Rest Breaks, Off the Clock

Richie v. Blue Shield (Lead) - Settled

United States District Court, Northern District of California, Case No. C-13-2693

Nature of the Case: Failure to Reimburse Business Expenses, Failure to Pay Overtime Compensation, Unfair Competition

Ringler v. iHeartMedia + Entertainment – In litigation

Los Angeles County Superior Court, Case No. 25STCV14648
Nature of Case: Data Breach – Violation of CPRA, CCPA, and UCL

Rivera v. Sun Pacific – In Litigation
Placer Superior Court, Case No. S-CV-0056563
Nature of Case: Wage and Hour Case (meal and rest periods)

Rojas v. HD Supply Management (Lead) – In Litigation
Los Angeles Superior Court, Case No. 23STCV00059
Nature of Case: Wage and Hour Case (meal and rest periods)

Roldan v. Independent Living Systems Health – Settlement
Los Angeles Superior Court, Case No. 23STCV09132
Nature of Case: CMIA violation

Rondone v. Orchard Supply Hardware Stores Corporation (Associate) - Settled
Santa Clara Superior Court, Case No. 110CV164041
Nature of Case: Unfair Competition- Failure to Pay Overtime and Meal and Rest Breaks

Rose v. Lincare, Inc., (Co-Counsel) - Settled
San Francisco Superior Court, Case No. CGC07-465052
Nature of Case: Unfair Competition- Overtime, Meal and Rest Breaks

Rose v. Macy's (Lead) – In litigation
Los Angeles Superior Court, Case No. 24STCV17877
Nature of Case: FAL for misleading prices

Rosenloev v. 24 Hour Fitness (Lead) - Settled
Orange County Superior Court, Case No. 30–2009–00180140
Nature of Case: Unfair Competition- Split Shifts, Commission Theft, Failure to pay Missed Meal, Periods, Off the Clock

Ruesga v. Mygrant Glass Company, Inc. – In litigation
Sacramento County Superior Court, Case No. 25CV020634
Nature of Case: Wage and Hour Violations

Sanchez de. Rodriguez v. Fresno Surgery Center, L.P. (Lead) – In Litigation
Fresno Superior Court, Case No. 24CECG02587
Nature of Case: Data Breach – Violation of CMIA and UCL

Santana, et al., v. Rady Children's Hospital-San Diego, (Lead Associate) – Settled
San Diego Superior Court, Case No. 37-2014-00022411-CU-MT-CTL
Nature of Case: Unfair Competition – Disclosure of medical information

Schrieo v. A&A Services (Lead) – In Litigation
San Diego Superior Court, Case No. pending
Nature of Case: CMIA, CCPA, and UCL violations for Data Breach

Schwegmann, et al., v. Hill's Pet Nutrition, et al. (Co-Counsel) – In Litigation

United States District Court, District of Kansas, Case No. 2:19-cv-02149-JAR-TJJ, MDL 2887

Nature of Case: Unfair Competition/CLRA – Sale of pet food containing too much or too little vitamin D.

Scott v. Hendrick Automotive (Lead) – Settlement

Riverside Superior Court, Case No. CVRI2205368

Nature of Case: Wage and Hour Case (meal and rest periods)

Scott v. Pro's Choice Beauty (Lead Associate) – Settled

United States District Court, Northern District of California, Case No. 3:2008-cv-04697

Nature of Case: Unfair Competition – Unpaid time, Unreimbursed Expenses

Shaw v. Kaiser Permanente (Lead) – Settlement

Los Angeles Superior Court, Case No. 22STCV11259

Nature of Case: Wage and Hour Case (meal and rest periods)

Soto, et al. v. Robinson Helicopter Company – In litigation

Los Angeles County Superior Court, Case No. 26STCV01461

Nature of Case: Violation of WARN Act

Sparks v. ADP (Lead Associate) – Settled

United States District Court, Central District of California, Case No. 2:2007-cv-03203

Nature of Case: Unfair Competition – Overtime, Meal and Rest Breaks

Spindel v. Embark Behavioral Health (Lead) – In Litigation

United States District Court, Northern District of California, Case No. 24-cv-00552-VKD

Nature of Case: Wage and Hour Case (meal and rest periods)

Staples v. Henley Pacific LA LLC – In litigation

San Bernardino County Superior Court, Case No. CIVRS2507511

Nature of Case: Wage and Hour Case (meal and rest periods)

Stoba v. Saveology, LLC, (Lead Associate) – Settled

United States District Court, Case No. 13cv2925 BAS (NLS)

Nature of Case: Unlawful recording

Stovall v. In-Shape Family Fitness, LLC – In Litigation

Kern Superior Court, Case No. 25CUB00192

Nature of Case: Wage and Hour Case (overtime, all hours worked, business expenses, retaliation)

Stowe v. The Pep Boys Manny Moe & Jack of California (Lead) - Settled

Los Angeles County Superior Court, Case No. BC520550

Nature of Case: Unfair Competition, Failure to Reimburse Business Expenses

Tan v. Sutter Health, (Co-Counsel) - Settled

Alameda County Superior Court, Case No. RG12622057

Nature of the Case: Unfair Business Practices, Failure to Pay Overtime, Provide Meal and Rest Breaks, Itemize Wage Statements, PAGA

Tapia v. United Seating and Mobility – In litigation

San Diego County Superior Court, Case No. 25CU020509C

Nature of Case: Data Breach – Violation of CMIA, CCPA, and UCL

Tarango v Ajilon Communications (Lead Associate) - Settled

Los Angeles Superior Court, Case No. BC423185

Nature of Case: Unfair Competition- Overtime, Meal and Rest Breaks

Tate v. Dick's Sporting Goods, Inc., et al. – In litigation

Sacramento County Superior Court, Case No. 25CV012660

Nature of Case: Data Breach – Violation of CIPA, CDAFA, Invasion of Privacy, Wiretap Act

Thomas v. Avis Budget- Settled

United States District Court, Central District of California, Case No. CV 08-7397 AHM (AJWx)

Nature of Case: Unfair Competition- Overtime, Meal and Rest Breaks

Truesdell v. Gannett – In litigation

Riverside County Superior Court, Case No. CVRI2506951

Nature of Case: Wage and Hour Case (meal and rest periods)

Trujillo v. Party City (Associate) - Settled

Santa Clara Superior Court, Case No. 109CV149665

Nature of Case: Unfair Competition- Overtime, Meal and Rest Breaks

Valadez v. Pasadena Hospital Association (Lead) – In litigation

Los Angeles Superior Court, Case No. 24STCV20428

Nature of Case: Wage and Hour Case (unpaid wages, wage statements, waiting time penalties, and violation of Cal. Gov. Code Sec. 12954

Valenzuela v. Affiliated Computer Systems (Lead) - Settled

Los Angeles Superior Court, Case No. BC431884

Nature of Case: Unfair Competition- Failure to Pay Wages When Due Through Debit Card

Valledor v. Telecare (Lead) – LWDA

LWDA, Case No. CM-1034137-24

Nature of Case: Wage and Hour Case (meal and rest periods)

Vallery v. Birch Medical – In litigation

Orange County Superior Court, Case No. 30-2025-01471891-CU-BT-CXC

Nature of Case: Data Breach – Violation of CMIA and UCL

Valles v. International Business Machines Corporation (Lead Associate) - Settled

United States District Court, Central District of California, Case No. SACV 09–202 AG

(MLGx).

Nature of Case: Unfair Competition- Misclassification

Verdugo v. Capstone Logistics LLC (Lead) – Settlement

Los Angeles Superior Court, Case No. 22STCV09270

Nature of Case: Wage and Hour Case (meal and rest periods)

Victorio v. Modis, Inc., et al. (Lead) – Settled

United States District Court, Northern District of California Case No. 5:19-cv-01713-VKD

Nature of Case: Unfair Competition – FCRA violations.

Viloria v. Stewart Title Company (Co-Counsel) – Settled

Fresno Superior Court, Case No. 07 CE CG 01735 AMC

Nature of Case: Unfair Competition- Overtime, Meal and Rest Breaks

Williams v Sprouts Farmers Market – In Litigation

Alameda Superior Court, Case No. 25CV156317

Nature of Case: Wage and Hour Case (overtime, all hours worked, meal & rest periods)

Wilson v. The Way World Outreach Ministries (Lead) – In Litigation

San Bernardino Superior Court, Case No. CIVSB2313580

Nature of Case: Wage and Hour Case (child labor, meal and rest periods)

Wingo v. HCA Healthcare – In litigation

United States District Court, Central District of California Case No. 5:24-cv-1317 MEMF (SSC_x)

Nature of Case: CMIA violations

Wright v. Home Depot (Co-Counsel) – Settled

Orange County Superior Court, 20-2008-000548814

Nature of Case: Unfair Competition – Meal and Rest Breaks

Wyrick v. VectraRx Mail Pharmacy Services, L.L.C. – In litigation

Contra Costa County Superior Court, Case No. C25-01660

Nature of Case: Data Breach – Violation of CMIA, CCPA, and UCL

Yanez v. Care 1st Health Plan (Lead Associate) – Settled

Los Angeles Superior Court, Case No. BC470122

Nature of Case: Unfair Competition – Unlawful disclosure of medical information

Young v. Palo Verde Health Care District – In litigation

Riverside County Superior Court, Case No. CVRI2503012

Nature of Case: Data Breach – Violation of CMIA, CCPA, CPRA, and UCL

