

*Dhananjay Kulkarni v. Kennard Development Group, et al.
Confidential Settlement Agreement and Release*

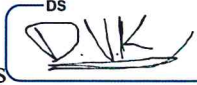
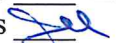
CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This Confidential Settlement Agreement and Release (“Agreement”), effective April 30, 2021, is made and entered into by Dhananjay Kulkarni (“Plaintiff” or “you”), an individual on the one hand, and Kennard Development Group, dba KDG, Inc. (“KDG”) and Parsons Corporation (“Parsons”) (Parsons and KDG are collectively referred to as “Defendants”) on the other hand (Defendants and Plaintiff are collectively referred to as the “Parties”) with reference to the following facts:

A. On October 30, 2019, Plaintiff made a complaint with the Department of Industrial Relations, Claim No. RCI-CM-750037, alleging retaliation in violation of Labor Code § 98.6 and violation of the Equal Pay Act against KDG (the “DIR Complaint”). KDG provided a denial and substantive response on December 20, 2019.

B. On or about February 5, 2020, Plaintiff made a complaint to Los Angeles World Airports (“LAWA”) (LAWA Claim No. 2019060001/RSN) (the “LAWA Complaint”). LAWA sent Plaintiff a notice of denial on or about May 24, 2020.

C. On June 11, 2020, Plaintiff filed a lawsuit against Defendants, LASC Case No. 20STCV22056 (the “Superior Court Action”), alleging claims for (1) retaliation in violation of Labor Code § 1102.5 (against both Defendants); (2) retaliation in violation of Labor Code § 6310 (against both Defendants); (3) unfair competition in violation of Business and Professions Code § 17200, et seq. (against both Defendants); and (4) intentional interference with prospective economic relations (against Parsons only). On or about August 19, 2020, Plaintiff filed a first amended complaint adding a fifth cause of action for penalties under Cal. Labor Code section 2698 (PAGA) (against both Defendants).

Plaintiff's Initials 
KDG, Inc.'s Initials 
Parsons Corporation's Initials _____

D. On November 4, 2020, the court ordered the Parties to arbitrate all claims except the PAGA claim. On January 8, 2021, Plaintiff initiated arbitration with ADR Services, Inc. (the "Arbitration").

E. Defendants deny all of Plaintiff's allegations and deny that they have any legal or equitable responsibility for the damages, wages, or penalties alleged by Plaintiff.

F. Plaintiff and Defendants desire to avoid the time, expense, and burden of continued litigation and to fully and finally compromise, settle and release all claims, whether in law or equity, grievances, debts, liens, contracts, agreements, promises, demands, liabilities, obligations, suits, indebtedness, controversies, losses, damages, costs, fees, expenses or harm, rights and/or charges of any kind or nature whatsoever, fixed or contingent and whether known or unknown, suspected or unsuspected, arising out of or based on any fact, matter or event which occurred prior to the date Plaintiff signs this Agreement as set forth more fully below.

G. Now, THEREFORE, in consideration of the covenants and conditions set forth below, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound hereto, agree as follows:

1. PAYMENT OF MONEY

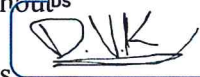
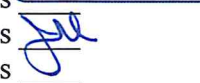
In consideration for the execution of the release and promises in this Agreement, Defendants will pay a Total Settlement in the gross amount of One Hundred Seventy-Five Thousand Dollars and Zero Cents (\$175,000.00) to Plaintiff in three separate checks (together the "Settlement Payments" or "Settlement Checks") as follows:

A. The first check, paid by KDG, Inc., in the amount of Seventy Thousand Dollars and Zero Cents (\$70,000.00) made payable to the "Hennig Kramer Ruiz & Singh Client Trust Account" is payment for any and all non-wage damages and other remedies, including without

4843-6424-7269.1

Page 2 of 23

Plaintiff's Initials
KDG, Inc.'s Initials
Parsons Corporation's Initials

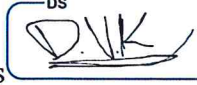



limitation alleged emotional distress (to which characterization Defendants make no representation), physical injury, interest, penalties, and attorneys' fees and costs (the "KDG Non-Wage Payment"). The KDG Non-Wage Payment is not a payment of wages or substitution of wages within the meaning of §104(a)(2) of the Internal Revenue Code. KDG will issue IRS Form 1099s to Plaintiff and his counsel for this payment.

B. The second check in the gross amount of Seventeen Thousand, Five Hundred Dollars and Zero Cents (\$17,500.00), less all required payroll deductions and withholdings, made payable to "Dhananjay Kulkarni" is payment for alleged lost wages ("KDG Wage Payment"). KDG will issue an IRS Form W-2 to Plaintiff for this payment.

C. The third check, paid by Parsons, in the amount of Eighty-Seven Thousand, Five Hundred Dollars and Zero Cents (\$87,500.00) made payable to the "Hennig Kramer Ruiz & Singh Client Trust Account" is payment for any and all non-wage damages and other remedies, including without limitation alleged emotional distress (to which characterization Defendants make no representation), physical injury, interest, penalties, and attorneys' fees and costs (the "Parsons Non-Wage Payment). The Parsons Non-Wage Payment is not a payment of wages or substitution of wages within the meaning of §104(a)(2) of the Internal Revenue Code. Parsons will issue IRS Form 1099s to Plaintiff and his counsel for this payment.

Plaintiff agrees that the Settlement Payments compensate him for all economic damages, personal injuries, injuries to reputation, emotional pain and suffering, wages, and any other damages, remedies, or claims of any kind or nature allegedly caused by the purported conduct of Defendants or any party released herein. Plaintiff expressly agrees that he has received full and fair consideration for the promises made in this Agreement.

Plaintiff's Initials 
 KDG, Inc.'s Initials 
 Parsons Corporation's Initials 

Defendants will deliver the Settlement Payments to Plaintiff's counsel within thirty (30) calendar days of all of the following: (1) Defendants' counsel's receipt of this Agreement executed by both Plaintiff and Plaintiff's counsel; (2) the Court's entered dismissal of the PAGA Claim without prejudice; (3) Defendants' counsel's receipt of an executed Request for Dismissal with Prejudice of the entire Superior Court Action; and; (4) the tax identification numbers and executed W-9 forms and W-4 forms (if applicable) for the Hennig Kramer Ruiz & Singh Client Trust Account and Plaintiff.

2. DISMISSAL OF ALL PENDING CLAIMS

The Parties agree that dismissal of the Superior Court Action, Arbitration, DIR Case, and LAWA Complaint with prejudice, without assessment of attorneys' fees or costs, is a condition precedent to Defendants' promises in this Agreement.

Plaintiff agrees to deliver a fully-executed Request for Dismissal with prejudice of the entire action as to all claims and parties to counsel for Defendants with this fully-executed Agreement. Defendants agree to hold it and not file it until after delivery of all Settlement Checks to Plaintiff's counsel. The Request for Dismissal with Prejudice of the Superior Court Action will be filed by counsel for KDG five (5) days after all Settlement Checks are received by Plaintiff's counsel.

Plaintiff will file a request for dismissal of the PAGA Claim without prejudice as to all parties (including the preparation and filing of any necessary supporting declarations and points and authorities requested by the Court) within five (5) days following the full execution of this Agreement. Although the Request for Dismissal will be without prejudice as to the PAGA claims, Plaintiff is expressly precluded from re-filing a PAGA claim, the Superior Court Action, or any other action against Defendants and the Released Parties defined herein related to

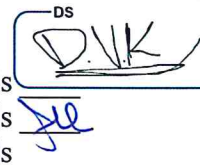
4843-6424-7269.1

Page 4 of 23

Plaintiff's Initials

KDG, Inc.'s Initials

Parsons Corporation's Initials

The block contains handwritten initials and a signature. At the top right, there is a small box with 'DS' and the initials 'D.V.K.' inside. Below this, there is a signature in blue ink that appears to be 'JL' or similar, followed by a horizontal line.

69533075v.3

Plaintiff's relationship and/or alleged employment with Defendants pursuant to this Agreement and Release. Plaintiff further agrees to waive his rights to act as a class or PAGA representative in this Action or any other action against Defendants and the Released Parties in the future. Plaintiff further agrees to dismiss any and all pending Claims, suits, actions, and causes of action of any kind, including without limitation all wage and hour claims, released in Section 3 below which Plaintiff has instituted against the Released Parties, or any of them. This is a material, indispensable condition of the settlement agreement and Defendants do not have any obligation to pay any monies until and unless the Court dismisses the PAGA claim as described above.

Within five (5) calendar days of receipt of all of the Settlement Checks from Defendants, Plaintiff will dismiss the Arbitration with prejudice, notifying ADR Services, Inc. to close its file on the Arbitration and send a copy of the request for dismissal to Defendants. Plaintiff's counsel agrees to deliver a copy of the dismissal to Defendants within five (5) days of receipt.

Within five (5) calendar days of the receipt of all of the Settlement Checks from Defendants, Plaintiff will dismiss the DIR Claims and the LAWA Complaint in their entirety with prejudice and send a copy of the requests for dismissal to Defendants. With respect to the LAWA Complaint, Plaintiff will send a letter to LAWA that states: "Dhananjay Kulkarni withdraws the above-referenced complaint and requests that the Board of Airport Commissioners close its file." Plaintiff's counsel agrees to deliver a copy of the confirmation of case closure/dismissals to Defendants within five (5) days of receipt.

3. RELEASE OF ALL CLAIMS

a. Release. Plaintiff recognizes and agrees that Defendants, as part of this

Agreement, do not admit any violation of law or any liability of any kind or nature to Plaintiff or

4843-6424-7269.1

Page 5 of 23

Plaintiff's Initials

KDG, Inc.'s Initials

Parsons Corporation's Initials

69533075v.3




to anyone else as a result of or arising out of Plaintiff's relationship and/or employment and/or Plaintiff's separation of employment with Defendants.

With the exception of Defendants' obligations under this Agreement, Plaintiff (for himself and for his heirs, family members, executors, administrators, successors, attorneys, agents, representatives, and assigns) hereby fully and forever releases and discharges Defendants and Los Angeles World Airports (plus all of their parents, subsidiaries, affiliates, predecessors, and successors, and any other person or entity associated with them) and all of their past and present partners, shareholders, members, employees, agents, directors, officers, attorneys, landlords, licensees, lessors, insurers, reinsurers, employee benefit plans and plan fiduciaries, representatives, predecessors, successors, assigns, transferees, heirs, executors, administrators, and related entities, and all other persons, firms, corporations, associations, partnerships, or entities having any legal relationship to each other (collectively the "Released Parties") of and from any and all claims, demands, causes of action, charges and grievances, of whatever kind or nature, whether known or unknown, suspected or unsuspected, which Plaintiff now owns or holds or has at any time before this date owned or held against Defendants or any of the Released Parties to the fullest extent permitted by law, including, but not limited to any and all claims which arose out of or are in any way connected with Plaintiff's employment/assignment for Defendants, Plaintiff's separation from Defendants, and the claims in Plaintiff's Superior Court Action, Arbitration, DIR Complaint, and LAWA Complaint (collectively the "Released Claims").

The Released Claims include, for example, all claims that are related to or concern any law, including, but not limited to discrimination, harassment, and retaliation under local, state or

Plaintiff's Initials 
 KDG, Inc.'s Initials 
 Parsons Corporation's Initials 

federal law based on age, sex, race, color, national origin, religion, disability status, or any other category protected by any such law including, but not limited to, Federal and State Civil Rights Statutes; wrongful termination, breach of express and implied-in-fact contract, breach of the covenant of good faith and fair dealing, intentional and negligent infliction of emotional distress, defamation and self-compelled defamation, invasion of privacy, breach of employment contract, fraud or negligent misrepresentation, assault, battery, intentional interference with contractual relations and prospective economic advantage, violation of public policy, and other torts; failure to pay wages, overtime, meals and rest breaks, penalties, interest, severance pay, commissions, bonuses, sick leave, holiday pay, vacation pay, either individually or as part of a class action, collective action, and/or representative action; violation of California *Business and Professions Code* Section 17200, et seq., and/or the California *Labor Code*, including *Labor Code* section 1102.5; the California Fair Employment and Housing Act; the California Industrial Welfare Commission Wage Orders; the California Private Attorney General Act; violation of the CFRA or the FMLA or any other local, state, or federal leave statute, which arose out of or are in any way connected with any transactions, occurrences, acts, omissions, loss, damage or injury whatsoever resulting from any act committed or omission made prior to the date of this Agreement.

It is Plaintiff's intention that Plaintiff's execution of this Agreement will forever bar every claim, demand, cause of action, charge and grievance against Defendants and the other Released Parties existing at any time prior to and through the date of execution of this Agreement.

Plaintiff's Initials 
KDG, Inc.'s Initials 
Parsons Corporation's Initials 

Because this is Plaintiff's intention, Plaintiff expressly waives any and all rights and benefits conferred upon Plaintiff by the provisions of Section 1542 of the California *Civil Code*.

Section 1542 provides:

"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."

It is also understood and agreed by Plaintiff that this Release expressly includes settlement of Plaintiff's claims, if any, for employment termination and/or retaliation and/or willful misconduct, and therefore, expressly precludes him from filing any additional petitions for supplemental benefits under California *Labor Code* sections 132(a) and 4553. Plaintiff understands and agrees that he shall not file such a petition in any Workers' Compensation proceeding for alleged retaliation or serious and willful misconduct and he expressly agrees that he shall in any Compromise and Release entered into any Workers' Compensation proceeding, provide for the compromise and release of any and all claims against Defendants under California *Labor Code* sections 132(a) and 4553. This provision has no effect on any Workers' Compensation filing by Plaintiff dated prior to April 30, 2021.

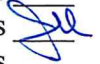
b. Release Exclusions/Individual Protections. This Agreement's release provisions exclude claims arising after Plaintiff signs this Agreement; claims for breach of this Agreement; and claims that cannot be waived, such as for unemployment or worker's compensation benefits. Consistent with California law, nothing in any part of this Agreement limits Plaintiff's rights to (i) file a charge with any administrative agency, communicate directly with or provide information to an agency, or otherwise participate in an agency proceeding; or (ii) testify accurately in administrative, legislative, or judicial proceedings relating to alleged criminal

4843-6424-7269.1

Page 8 of 23

Plaintiff's Initials
KDG, Inc.'s Initials
Parsons Corporation's Initials

DS



69533075v.3

conduct or alleged sexual harassment, pursuant to subpoena or court order to a written request from an administrative agency or legislature, or in court pursuant to subpoena or court order; or (iii) communicate with law enforcement or your attorney. You nonetheless give up all rights to any money or other individual relief based on any agency or judicial decision, including class or collective action rulings. However, you may receive money properly awarded by the U.S. Securities and Exchange Commission (SEC) as a reward for providing information to that agency.

c. Promise Not To Sue. Plaintiff represents that he has not filed any action, claim, charge, or complaint other than what is referenced in the Recitals above against Defendants, or any other Released Party, with any local, state, or federal agency or court. A “promise not to sue” means you promise not to sue any Released Parties in court. This is different from the General Release above. Besides releasing claims covered by that General Release, Plaintiff also agrees never to sue any Released Parties for any reason covered by that General Release. Despite this Promise Not To Sue, however, Plaintiff may file suit to enforce this Agreement or to challenge its validity under the ADEA. If Plaintiff sues a Released Party in violation of this Agreement: (i) Plaintiff shall be required to pay that Releasee’s reasonable attorney fees and other litigation costs incurred in defending against your suit; or alternatively (ii) Defendants can require Plaintiff to return all but \$100.00 of the money and benefits provided to Plaintiff under this Agreement. In that event, the Defendants shall be excused from any remaining obligations that exist solely because of this Agreement. In the event that Plaintiff is a party to, or is a member of a class that institutes any claim or action against the Released Parties arising from conduct which predates this Agreement, Plaintiff agrees that his claims shall be dismissed or

Plaintiff's Initials 
KDG, Inc.'s Initials 
Parsons Corporation's Initials 

class membership terminated immediately upon presentation of this Agreement, and Plaintiff shall execute any papers necessary to achieve this end.

4. **MEDICARE AND SOCIAL SECURITY LIENS AND BENEFITS AND REPRESENTATIONS**

Plaintiff warrants and represents that he presently is not, nor has he ever been enrolled in Medicare Part A or Part B, or any state equivalent. Further, Plaintiff represents and warrants that he has no claim for Social Security Disability benefits, nor is he appealing or re-filing for Social Security Disability benefits.

Plaintiff agrees to indemnify and hold harmless the Released Parties from any claims of, or rights of recovery as a result of any future payment which may be made by Medicare or any other entity for, or on behalf of, Plaintiff for such future care. Plaintiff agrees to hold harmless the Released Parties for any loss of Medicare benefits or Social Security benefits Plaintiff may sustain as a result of this Agreement. In addition, Plaintiff agrees, as part of this Agreement, to release any right to bring any possible future action under the Medicare Secondary Payer Statute against the Released Parties.

Plaintiff has been apprised of his right to seek assistance from legal counsel or directly from the Social Security Administration or other government agencies regarding the impact this release may have on Plaintiff's current or future entitlement to Social Security or other governmental benefits. Plaintiff acknowledges that acceptance of the Settlement Payments may affect Plaintiff's rights to other governmental benefits, insurance benefits, disability benefits, or pension benefits.

A. For purposes of this Paragraph of the Agreement, the following definitions apply:

Plaintiff's Initials 
KDG, Inc.'s Initials 
Parsons Corporation's Initials 

(i) "Conditional Payments" shall have the meaning ascribed to it under the MSP Statute and implementing regulations.

(ii) "MMSEA" means the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P.L. 110-173), which, in part, amended the MSP Statute at 42 U.S.C. § 1395y(b)(7) and (8). This portion of MMSEA is referred to herein as "Section 111 of MMSEA".

(iii) "MSP Statute" means the Medicare Secondary Payer ("MSP") statute. 42 U.S.C. § 1395y(b).

B. Plaintiff represent that he is not enrolled in the Medicare program and was not enrolled in the Medicare program at any time prior to the effective date of this Agreement.

C. Plaintiff represents and warrants that the information provided to the Released Parties herein for confirmation of Plaintiff's Medicare status, including Plaintiff's name, gender, date of birth, and Social Security Number, is complete, accurate, and current as of the effective date of this Agreement.

D. Plaintiff represents and warrants that no Medicaid payments have been made to or on behalf of Plaintiff and that no liens, claims, demands, subrogated interests, or causes of action of any nature or character exist, or have been asserted, arising from or related to any Released Claims. Plaintiff, to the best of his knowledge, represents and warrants that no Medicaid payments have been made to or on behalf of Plaintiff and that no liens, claims, demands, subrogated interests, or causes of action of any nature or character exist, or have been asserted, arising from or related to any Released Claims. Plaintiff further agrees that Plaintiff, and not Defendants or any other Released Parties, shall be responsible for satisfying all such liens,

claims, demands, subrogated interests, or causes of action that may exist, or have been asserted, or that may in the future exist, or be asserted, with respect to the Released Claims herein.

Plaintiff agrees to indemnify and hold harmless the Released Parties herein from any and all claims, demands, liens, subrogated interests, and causes of action of any nature or character that have been, or may in the future be, asserted by Medicare and/or persons or entities acting on behalf of Medicare or any other person or entity arising from or related to this Agreement, the payment of the Settlement Sum, any Conditional Payments made by Medicare, or any medical expenses or payments arising from or related to any claim released herein that is subject to this Agreement or the release set forth herein, including but not limited to: (a) all claims and demands for reimbursement of Conditional Payments or for damages or double damages based upon any failure to reimburse Medicare for Conditional Payments; (b) all claims and demands for penalties based upon any failure to report, late reporting, or other noncompliance with or violation of Section 111 of MMSEA that is based in whole or in part upon late, inaccurate, or inadequate information provided to the Released Parties by Plaintiff or upon any failure of Plaintiff to provide information; and (c) all Medicaid liens. This indemnification obligation includes all damages, double damages, fines, penalties, attorneys' fees, costs, interest, expenses, and judgments incurred by or on behalf of the Released Parties in connection with such claims, demands, subrogated interests, or causes of action.

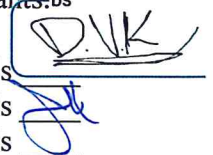
5. TAX LIABILITY

The Parties agree that the tax allocation of the Settlement Checks is appropriate in light of the fact Plaintiff found other employment and Defendants arguments as to liability and mitigation of alleged lost wage damages among other factors. Defendants' payments to Plaintiff described above in Section 1 represents a compromise of Plaintiff's claims against Defendants.

4843-6424-7269.1

Page 12 of 23

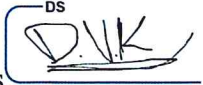
Plaintiff's Initials
KDG, Inc.'s Initials
Parsons Corporation's Initials



Plaintiff recognizes that Defendants are not withholding any federal or state income taxes, FICA or any other type of payroll deduction from the Non-Wage Payment of the Settlement Payments and that no FICA contribution is being made by Defendants on such payment. Plaintiff agrees that any liability for state or federal income tax payments or penalties arising from said payment shall be Plaintiff's sole responsibility. Plaintiff agrees to indemnify and to hold harmless Defendants from any and all actions, claims or demands brought by any tax or other authority based upon Plaintiff's tax obligations arising from the payment to be made pursuant to this Agreement, and agrees specifically to reimburse Defendants for any taxes, interest and penalties paid by Defendants and for the costs, legal fees, and any other expenses incurred by Defendants as a result of any such actions, claims or demands which are reasonable and necessary.

Plaintiff understands and agrees that Defendants are neither providing tax nor legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement. Plaintiff further understands and agrees that Defendants will have no obligation to defend any action brought against Plaintiff by any taxing authority.

Notwithstanding any other provision herein, the Parties hereto intend that payments and benefits under this Agreement be exempt from Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and guidance promulgated thereunder (collectively, "Section 409A") and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be exempt therefrom, and Defendants may adopt such amendments to the Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that Defendants determine are necessary or appropriate to make any payment hereunder exempt from or compliant with Section

Plaintiff's Initials 
KDG, Inc.'s Initials 
Parsons Corporation's Initials 

409A; provided that, in no event whatsoever shall Defendants be liable for any additional tax, interest or penalty that may be imposed on Plaintiff by Section 409A or damages for failing to comply with Section 409A; whenever a payment under this Agreement specifies a payment period with reference to a number of days, the actual date of payment within the specified period shall be within the sole discretion of Defendants; and Plaintiff shall have no right to determine, directly or indirectly, the year of any payment subject to Section 409A.

6. CONFIDENTIALITY

a. Plaintiff hereby states, represents, warrants, and agrees that the terms and conditions of this Agreement, including, but not limited to, the fact of and the amount of the payment required herein, are strictly confidential. Plaintiff agrees that he will not seek nor promote publicity nor cooperate in any efforts to promote or publicize any of the terms or conditions of this Agreement, including, but not limited to, the fact of and the amount of any of the payments required herein and/or any injunctive relief provided as consideration for the Agreement.

b. Plaintiff further agrees that, except as provided in this paragraph, he has not and will not: (1) communicate, discuss, disclose, disseminate, or publish the amount of the payment made by Defendants, or (2) communicate, discuss, disclose, disseminate, or publish the fact that Plaintiff has received a payment in any amount from Defendants as a result of this Agreement. Upon inquiry, Plaintiff shall respond in substance by stating only that "this matter has been resolved." Notwithstanding the foregoing, Plaintiff may communicate the terms of this Agreement if compelled by subpoena or as otherwise required by law or a court of competent jurisdiction. Plaintiff may also communicate the terms of this Agreement to his legal counsel, spouse, tax advisors and accountants, provided that he first advise them of the confidentiality.

4843-6424-7269.1

Page 14 of 23

Plaintiff's Initials 
KDG, Inc.'s Initials 
Parsons Corporation's Initials 

69533075v.3

provisions of this Agreement and secures their agreement not to communicate, discuss, disclose, disseminate, or publish the terms and conditions of this Agreement. Plaintiff agrees that he will assume liability for any breaches of this confidentiality provision by anyone to whom he disclosed information relating to this Agreement.

c. Plaintiff also agrees that he will not hereafter file, or cause to be filed, or otherwise voluntarily participate in the filing, investigation and/or prosecution of any other charges, complaints, petitions or accusatory pleadings brought by any other person in any court or with any governmental agency in which Defendants or any other party released herein is named as a defendant or responding party, and will not testify unless compelled by a subpoena or lawful court order. Nothing in this Agreement impedes any party's ability to testify truthfully in any official proceeding in an appearance called by for legal process or by the written request of a legislature or administrative agency.

7. LIQUIDATED DAMAGES

Plaintiff understands that the representations and promises in Section 6, above, are essential to this Agreement and that, in the event of a breach of this provision, damages would be difficult, if not impossible, to quantify. Therefore, it is understood and agreed by each of them that, in the event of a breach by Plaintiff, of Paragraphs 6(a)-(c), each Defendant will be awarded Ten Thousand Dollars and Zero Cents (\$10,000.00) per violation as damages and not as a penalty. The prevailing party shall be entitled to all reasonable attorney's fees and costs incurred in recovering these damages.

Any disclosure by you will cause Defendants irreparable harm that money cannot undo. Accordingly, violation of this section will entitle Defendants to temporary and permanent

Plaintiff's Initials 
KDG, Inc.'s Initials 
Parsons Corporation's Initials 

injunctive relief restraining any such breach, without posting a bond or security. In any such proceeding relating to a breach of this Section, Plaintiff waives any defense that there is an adequate remedy at law or the injury suffered as a consequence of the breach is not irreparable.

8. WAGES AND COMPENSATION

Plaintiff warrants and affirms, under penalty of the laws of perjury, that with the execution of this Agreement, he has timely and properly reported all time that Plaintiff worked for Defendants and that he has received all wages and compensation due to him on account of his relationship with Defendants, including but not limited to all wages, salary, bonuses, commissions, vacation, overtime, business expense reimbursement, premiums, and any other payment due to Plaintiff because of his employment/assignment with Defendants.

9. CONFIRMATION OF NO CURRENT EMPLOYMENT

Any employment relationship between Plaintiff and Defendants has ended and Plaintiff confirms that he has already received all final wage owed.

Plaintiff's last day of employment/assignment with Defendants was on September 6, 2019, and the issuance of the Settlement Checks as part of this Agreement, does not, for any reason, re-establish Plaintiff's status as an employee of Defendants.

10. RETURN OF COMPANY PROPERTY

Plaintiff agrees that, within fifteen (15) business days after the execution of this Agreement, he shall return to the company/companies all proprietary or confidential information and all Company property (including property belonging to Defendants and/or LAWA) within his possession, custody or control, including all physical materials, paper documents, electronic media, email, laptops, PDAs, cellular phones, etc., to the extent he has any.

Plaintiff's Initials 
KDG, Inc.'s Initials 
Parsons Corporation's Initials 

Plaintiff represents and warrants that he has already returned all Company property with the sole exception of emails and electronic files. Plaintiff agrees to send counsel for Defendants a declaration no later than five (5) days after receipt of all of the Settlement Checks representing and warranting that he has deleted any and all emails and electronic files that relate to Defendants/LAWA or any work for Defendants/LAWA (including without limitation any emails or other communications to or from employees of Defendants/LAWA) from all email accounts, computers, cell phones, and any other devices he possesses or controls.

11. WHISTLEBLOWING

Plaintiff agrees that (i) no one interfered with his ability to report within Defendants possible violations of any law, and (ii) it was Defendants' policy throughout his employment to encourage such reporting.

12. REFERENCES

Defendants agree that upon request by a third party wishing to inquire as to Plaintiff's former employment with Defendants, Defendants will provide only the dates worked and the last position held. Plaintiff will instruct all inquiring entities to direct such inquiries to KDG's Human Resources Department. Representations by any other individuals shall not be those of the Defendants and will not constitute a breach of this provision.

13. VOLUNTARY EXECUTION

The Parties acknowledge that they have executed this Agreement knowingly, voluntarily, and without coercion and that they had sufficient time to review and consider this Agreement before signing. The Parties further acknowledge that they have been advised and provided the opportunity to seek the advice of independent legal counsel and have in fact been so advised at all states incident to the execution of this Agreement.

4843-6424-7269.1

Page 17 of 23

69533075v.3

Plaintiff's Initials
KDG, Inc.'s Initials
Parsons Corporation's Initials

DS



14. AGE

Plaintiff represents and warrants that he is under the age of 40 at the time he signs this Agreement.

15. ON-THE-JOB-INJURY

Plaintiff certifies that he has not experienced a job-related illness or injury for which he has not already filed a claim.

16. SEVERABILITY

If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

17. ASSIGNMENT OF CLAIMS

Plaintiff hereby represents and warrants that he has not heretofore assigned or transferred or purported to assign or transfer to anyone or any entity any claims, assertions of claims, demands, actions, causes of action, or suits based upon, arising out of, pertaining to, concerning or connected with any other matters herein released. Plaintiff agrees to defend, indemnify and hold harmless Defendants against any claim, demand, damage, debt, liability, account, action, cause of action, attorneys' fees actually paid or incurred, cost, or expense arising out of or in connection with any such transfer, assignment or purported or claimed transfer or assignment.

18. INTEGRATION CLAUSE

This Agreement constitutes and contains the entire agreement and understanding between the Parties concerning the subject matter of this Agreement and supersedes and replaces all prior negotiations and agreements proposed or otherwise, whether written or oral, concerning the subject matter of this Agreement (with the sole exception of the Contribution Agreement And Mutual Release Between Kennard Development Group And Parsons Corporation). This is an integrated document.

19. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the respective Parties hereto, his or their respective legal successors, heirs, administrators, executors, assigns and each of them.

20. CAPTIONS

The captions utilized herein have been inserted solely for identification and reference purposes only and shall not be used in the construction or interpretation of this Agreement.

21. NON-ADMISSION OF LIABILITY

Plaintiff acknowledges that the consideration detailed herein does not constitute an admission of liability, express or implied, on the part of Defendants with respect to any fact, matter or event which may be involved in the Action or in any underlying events or incidents. Plaintiff acknowledges that Defendants are providing him with the above-recited consideration solely for the purpose of resolving any and all controversies and disputes, known and unknown, between Plaintiff and Defendants.

Plaintiff's Initials 
KDG, Inc.'s Initials 
Parsons Corporation's Initials _____

22. JOINT DRAFTING

Plaintiff and Defendants agree and understand that this Agreement is deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

23. ATTORNEYS' FEES AND COSTS

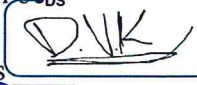
Nothing in this Agreement, nor the existence of this Agreement, shall be interpreted to render Plaintiff prevailing party for any purpose, including, but not limited to, an award of attorneys' fees and costs. The Parties agree that each party shall bear their own attorneys' fees and costs.

24. ENFORCEMENT OF AGREEMENT

In the event any legal action or other proceeding is brought to enforce or interpret any term of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and all reasonable litigation related costs and expenses incurred, regardless of whether applicable law authorizes, is silent about, or prohibits them (including costs taxable as court costs by applicable rule or statute, and all other litigation costs reasonably incurred and reasonable in amount, including but not limited to deposition transcript copies, expert witness fees, photocopying, lodging, mileage, meals, legal research fees, investigative fees and expenses, and discovery management and storage fees) incurred in that action or other proceeding, in addition to any other relief to which he, or it may be entitled. The parties agree that this Agreement is enforceable, and the Court shall retain jurisdiction to enforce this agreement, pursuant to Cal. Code of Civ. Proc. § 664.6. Any action to enforce this Agreement shall be filed in the Los Angeles Superior Court. The Parties agree that this Agreement shall be

4843-6424-7269.1

Page 20 of 23

Plaintiff's Initials 
KDG, Inc.'s Initials 
Parsons Corporation's Initials 

69533075v.3

deemed admissible as evidence only in an action for breach of this Agreement (and if filed in a legal proceeding, will be filed under seal). The Parties agree that the Agreement is not admissible as evidence in any other action for any purpose whatsoever.

25. COUNTERPARTS

This Agreement may be signed in separate counterparts, which together shall constitute one instrument.

26. FACSIMILE/ELECTRONICALLY TRANSMITTED SIGNATURES

Plaintiff signs this Agreement without reliance upon any representation by Defendants outside of the terms of this Agreement, and Plaintiff has carefully read this Agreement and signs the same of his own free will. A signed facsimile/electronically transmitted version of this Agreement by either party shall have the same force and effect as a signed original of this Agreement.

27. CHOICE OF LAW

This Agreement shall be construed in accordance with the laws of the State of California.

28. WAIVER

No term or condition of this Agreement may be waived except in a writing signed by the party to be bound thereby.

29. ADMISSIBILITY OF AGREEMENT

This Agreement is admissible and subject to disclosure for the purpose of enforcing this Agreement pursuant to California *Code of Civil Procedure* section 664.6, or any other procedure permitted by law, and the provisions of the confidentiality agreement signed by the Parties relative to the negotiation of this Agreement are waived with respect to this Agreement.

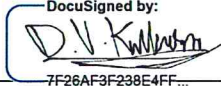
Plaintiff's Initials 
KDG, Inc.'s Initials 
Parsons Corporation's Initials 

30. MODIFICATION

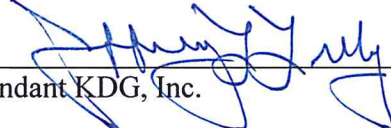
This Agreement may not be amended, except in writing signed by the Parties hereto.

SIGNATURES

DATED: 5/4/2021, 2021

By: 
Plaintiff Dhananjay Kulkarni

DATED: 5-18, 2021

By: 
Defendant KDG, Inc.

By: Jeffrey L. Lilly
Its: VP-CFO

DATED: _____, 2021

By: _____
Defendant Parsons Corporation

By: _____
Its: _____

APPROVED AS TO FORM:

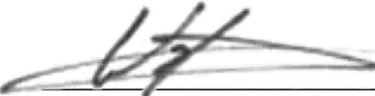
HENNIG KRAMER RUIZ & SINGH LLP

DATED: April 30, 2021

By: 
Brandon Ruiz
Attorneys for Plaintiff
Dhananjay Kulkarni

LEWIS BRISBOIS BISGAARD &
SMITH LLP

DATED: May 18, 2021

By: 

Wesley A. Krueger
Gabriel Mendoza
Attorneys for Defendant
Kennard Development Group (KDG)

SEYFARTH SHAW, LLP

DATED: _____, 2021

By: _____

Elisabeth Watson
Attorneys for Defendant
Parsons Corporation