

PAGA SETTLEMENT AND RELEASE AGREEMENT

This PAGA Settlement and Release Agreement (“Settlement” or “Agreement”) is made and entered into by and between Plaintiff Andrew Impey (“Plaintiff”), individually and as a private attorney general acting on behalf of the State of California pursuant to Labor Code section 2698 et seq., the Private Attorneys General Act (“PAGA”) on the one hand, and Defendant Parsons Transportation Group, Inc. (“Defendant”) on the other hand, hereinafter collectively referred to as the “Parties.” Subject to the approval of the Court, the Action (defined below) is hereby being compromised and settled pursuant to the terms and conditions set forth in this Agreement.

A. Definitions.

1. “Action” means and refers to *Impey v. Parsons Transportation Group, Inc., et al.*, California Superior Court for the County of San Bernardino, Case No. CIVSB2102000.

2. “Covered Employees” means all current and former hourly-paid or non-exempt employees who worked for Defendant in California as an associate engineer or engineering intern at any time during the Covered Period. Defendant estimates that there are approximately 114 Covered Employees who worked approximately 2,725 Eligible Pay Periods in the aggregate during the Covered Period.

3. “Covered Employees’ Settlement Proceeds” means the twenty-five percent (25%) of the Net Settlement Amount that shall be paid to the Covered Employees as payment of civil penalties under the California Labor Code Private Attorneys General Act (“PAGA”).

4. “Covered Period” means and refers to the period from November 3, 2019 to April 15, 2024.

5. “Court” means and refers to the California Superior Court, County of San Bernardino.

6. “Defendant” means and refers to Parsons Transportation Group, Inc.

7. “Defendant’s Counsel” means and refers to Alexander M. Chemers and Catherine L. Brackett of Ogletree Deakins, Nash, Smoak & Stewart, P.C.

8. “Effective Date” means and refers to: (i) the date that the time to appeal the Judgment entered in the Action approving the Settlement has expired; or (2) the date on which any appeal of the Judgment entered in the Action has been fully and finally resolved.

9. “Eligible Pay Periods” means and refers to the total number of pay periods during the Covered Period in which a Covered Employee recorded performing work for Defendant as a non-exempt employee in California. Defendant may determine the Eligible Pay Periods using each Covered Employee’s dates of employment or, if feasible to do so, Defendant may determine Eligible Pay Periods by excluding pay periods in which no hours were worked due to a leave of absence, vacation, or other reason.

10. “Fee and Cost Award” means and refers to an award to Plaintiff’s Counsel of attorneys’ fees and actual costs, to be paid from the Settlement Amount, in amounts approved by the Court and consistent with Paragraph 26(d) below.

11. “Final Order” means and refers to the order of the Court approving the Settlement and Release Agreement.

12. “LWDA Settlement Proceeds” means and refers to the seventy-five percent (75%) of the Net Settlement Amount that shall be paid to the Labor Workforce and Development Agency (“LWDA”).

13. “Net Settlement Amount” means and refers to the Settlement Amount less the Plaintiff’s Counsel’s Fee and Cost Award, Plaintiff’s Service Award, and the Settlement Administrator Costs, as approved by the Court.

14. “Notice” means and refers to the notice that will be sent to the Covered Employees after the Court’s entry of its Final Order approving the Settlement, and shall be similar in form and content to the notice attached hereto as Exhibit A.

15. “Parties” means and refers to Plaintiff and Defendant, collectively.

16. “Plaintiff” means and refers to Andrew Impey.

17. “Plaintiff’s Counsel” means and refers to Carolyn H. Cottrell, Esther L. Bylsma and Stuart H. Kluft of Schneider Wallace Cottrell Konecky LLP.

18. “Released Parties” shall collectively mean Parsons Transportation Group, Inc., and each of its former and present affiliates, divisions, parent corporations, predecessors, successors, and each of its or their directors, officers, shareholders, agents, attorneys, insurers, predecessors, successors, and assigns.

19. “Service Award” means and refers to an award to Plaintiff to be paid from the Settlement Amount, in amounts approved by the Court and consistent with Paragraph 26(b) below.

20. “Settlement Administrator” means and refers to Phoenix Settlement Administrators, the third-party administrator that will administer the terms of the Settlement.

21. “Settlement Administrator Costs” means and refers to the fees and costs incurred or charged by the Settlement Administrator in connection with its duties under this Agreement.

22. “Settlement Amount” means and refers to the non-reversionary settlement amount of One Hundred Fifty Thousand Dollars (\$150,000.00) that Defendant will pay under this Agreement.

B. General.

23. On January 7, 2021, Plaintiff, on behalf of the State of California and allegedly aggrieved employees, asserted claims under PAGA in *Impey v. Parsons Transportation Group*,

Inc., et al., California Superior Court for the County of San Bernardino, Case No. CIVSB2102000. The operative Second Amended Complaint alleges one cause of action against Defendant, seeking civil penalties under PAGA for: (1) failure to pay minimum wage (Cal. Lab. Code §§ 1182.12, 1194 and 1197); (2) failure to timely pay for all hours worked (Cal. Lab. Code §§ 204, 1194 and 1198); (3) failure to pay overtime wages (Cal. Lab. Code §§ 510 and 1194); (4) meal period violations (Cal. Lab. Code §§ 226.7 and 512); (5) rest period violations (Cal. Lab. Code § 226.7); (6) failure to reimburse necessary business expenses (Cal. Lab. Code § 2802); (7) wage statement violations (Cal. Lab. Code § 226); (8) waiting time penalties (Cal. Lab. Code §§ 201-203); and (9) failure to keep accurate payroll records (Cal. Lab. Code §§ 1174 and 1174.5) (collectively, the “Operative Claims”).

24. The Parties have conducted a thorough investigation of the Action and litigated the issues vigorously. Litigation efforts included, without limitation, conducting written discovery; exchanging data and documents relating to Plaintiff and the Operative Claims for the Covered Period; Plaintiff’s filing, and both Parties briefing pleadings issues; conducting and exchanging sample data related to the Operative Claims; and participating in a full-day mediation session before Jeffrey Krivis. Settlement was reached only after extensive settlement negotiations with the assistance of Mr. Krivis. The Parties and their counsel agree that the settlement set forth in this Agreement is fair, reasonable, and adequate, and is in the best interest of the LWDA and the Covered Employees.

25. Neither the Parties’ settlement, nor this Agreement, nor the acts to be performed or the orders to be entered pursuant to the terms of this Settlement, shall be construed as an admission by Defendant of any wrongdoing, any violation of any statute or law, or any liability arising from the claims or allegations in the Action. Defendant denies Plaintiff’s claims and allegations, and further denies any liability or wrongdoing of any kind associated with the claims alleged in the Action. Defendant has entered into this Agreement solely for the purpose of compromising highly disputed claims.

C. Terms of Settlement.

26. Subject to the Court’s review and approval, the financial terms of the settlement are as follows:

(a) **Settlement Amount:** Defendant will pay a maximum Settlement Amount of One Hundred Fifty Thousand Dollars (\$150,000.00). This Settlement Amount is inclusive of all settlement payments to the State of California and the Covered Employees, the Service Award to Plaintiff, the Fee and Cost Award to Plaintiff’s Counsel, and the Settlement Administrator Costs. Defendant will have no other monetary obligations under this Agreement, and no portion of the Settlement Amount will revert to Defendant or any of the Released Parties.

(b) **Service Award to Plaintiff:** Plaintiff will be paid a maximum of Fifteen Thousand Dollars (\$15,000), as a service enhancement award. Defendant agrees not to oppose Plaintiff's requests for an award up to this amount. The Service Award is intended to (i) compensate Plaintiff for entering into the general release of claims described herein, which covers potential claims that exceed the scope of the Operative Claims; and (ii) cover any request for a service enhancement award for Plaintiff. The Service Award will be paid out of the Settlement Amount. If the Court approves a Service Award less than the amount requested, the difference between the amount requested and the amount rewarded will be reallocated to the Net Settlement Amount. By entering into this Agreement, Plaintiff, in exchange for the Service Award, will release the Released Parties from potential claims he may have against them, in accordance with Paragraphs 29 and 30 below. The Service Award will be reported on an IRS Form 1099, which the Settlement Administrator will provide to Plaintiff and to the pertinent taxing authorities as required by law. Plaintiff shall be solely responsible for paying any and all applicable taxes on this payment. The Parties agree that, if the Court approves a Service Award less than the amount requested, this shall not be a basis for either of the Parties to revoke or void this Agreement.

(c) **Settlement Administrator Costs:** The Settlement Administrator Costs shall be paid from the Settlement Amount and are estimated to be Two Thousand Seven Hundred and Fifty Dollars (\$2,750.00).

(d) **Fee and Cost Award:** Plaintiff's Counsel may apply for an award of (i) attorneys' fees, not to exceed 35% of the Total Class Action Settlement Amount, that is, Fifty Two Thousand Five Hundred Dollars (\$52,500.00); and (ii) actual costs, not to exceed Four Thousand Three Hundred Dollars (\$4,300.00). Defendant agrees not to oppose Plaintiff's Counsel's request for these attorneys' fees and costs. The Fee and Cost Award approved by the Court will be paid out of the Settlement Amount. Plaintiff's Counsel will be issued an IRS Form 1099 in connection with the payment of the Fee and Cost Award. Plaintiff's Counsel shall be solely responsible for paying any and all applicable taxes on this payment.

(e) **Allocation of Net Settlement Amount:** After deducting the amounts specified in Paragraphs 26(b) (Plaintiff's Service Award), 26(c) (Settlement Administrator Costs), and 26(d) (Plaintiff's Counsel's Fee and Cost Award) from the Settlement Amount, the balance remaining will form the Net Settlement Amount and will be paid to the Covered Employees and the LWDA as follows:

(1) **Covered Employees' Settlement Proceeds.** Twenty-five percent (25%) of the Net Settlement Amount will be paid to the Covered Employees.

(2) Seventy-five percent (75%) of the Net Settlement Amount will fund the LWDA Settlement Proceeds and will be paid by the Settlement Administrator to the LWDA in accordance with Paragraph 37, below.

D. Release by the Covered Employees and the State of California.

27. As of the Effective Date, Plaintiff, the Covered Employees, and the State of California will release the Released Parties from the following claims for PAGA penalties, collectively referred to as the “Released Claims” during the Covered Period:

All claims for PAGA penalties that were alleged or reasonably could have been alleged based on the facts alleged in the operative Second Amended Complaint, for the entirety of the Covered Period, including the Operative Claims. Such released claims include, but are not limited to claims for PAGA penalties in connection for Defendant’s alleged failure to comply with California Labor sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1197, 1198, 2802, 2698 *et seq.*, 2699, 2699.3, 2699.5, and Wage Order 9-2001 of the California Industrial Welfare Commission (collectively, the “Released Claims”). The Released Claims do not include any claims based on facts occurring outside the Covered Period.

28. Covered Employees are not eligible to opt out of the Settlement. As a result, the Parties have agreed to the “one-step” approval process common to PAGA settlements.

E. General Release by Plaintiff.

29. In addition to the Released Claims, Plaintiff makes the additional general release of all of his individual claims as follows:

Plaintiff releases the Released Parties from any and all claims, actions, demands, causes of action, suits, debts, obligations, damages, rights, or liabilities of any nature and description whatsoever, whether arising from statute, regulation, administrative guidance, common law doctrine, contract, tort, or from any other source, and whether known or unknown and suspected or unsuspected, that Plaintiff individually may possess against the Released Parties arising from Plaintiff’s employment with Defendant and/or the separation thereof.

However, the Parties agree that Plaintiff’s general release of all claims does not extend to (i) any action brought to enforce this Agreement, (ii) any claim based on events occurring after the date that Plaintiff executes this Agreement, and/or (iii) any claim which cannot be released by private agreement as a matter of law.

30. Except with respect to claims which cannot be released as a matter of law, Plaintiff understands that, by entering into this Agreement, Plaintiff voluntarily agrees to release all claims he may have against the Released Parties, including claims that Plaintiff does not presently know about. Plaintiff understands that Plaintiff might one day learn new or different facts than what he currently believes to be true. Nonetheless, Plaintiff acknowledges and assumes these risks, and Plaintiff agrees that this Agreement shall remain effective, in all respects, in any such case. Plaintiff expressly waives all rights he might have under any law that is intended to protect Plaintiff from waiving unknown claims. The Parties agree that, by entering into this Agreement, as of the Effective Date, Plaintiff expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California, and does so understanding and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code of the State of California states:

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 acknowledges that he has been advised of and is familiar with the provisions of Section 1542 of the Civil Code of the State of California. Being aware of that Code section, Plaintiff hereby expressly waives any rights he may have thereunder, as well as under any other statutes or common law principles of similar effect.

F. Settlement Approval and Implemental Procedures.

31. Plaintiff's Counsel will prepare a motion and proposed order for filing with the Court requesting the Court to approve this Settlement and Release Agreement. At least five (5) business days before filing the motion and proposed order with the Court, Plaintiff's Counsel will provide Defendant's Counsel with a draft of the motion and proposed order for Defendant's Counsel's review and comment.

32. Plaintiff's Counsel shall thereafter file the motion and proposed order with the Court. In accordance with Labor Code § 2699(l)(2), Plaintiff's Counsel shall also submit the motion (including notice of the hearing date) and this Settlement and Release Agreement to the LWDA on the same day it files the motion and proposed order. Defendant will not oppose Plaintiff's motion and proposed order.

33. On the Effective Date, all Covered Employees will: (i) be bound by the terms and conditions of the Settlement; (ii) be deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy of this Settlement; and (iii) be entitled to receive a share of the Net Settlement Amount, as set forth herein.

34. Within ten (10) calendar days after the Effective Date, Defendant will provide the Settlement Administrator a confidential list setting forth the name, last known address, Social Security number (or, as applicable, other taxpayer identification number), and number of Eligible Pay Periods or dates of employment for each Covered Employee. The Settlement Administrator will perform a National Change of Address search on all the Covered Employees to update the addresses of the Covered Employees.

35. Within twenty (20) calendar days after the Effective Date, Defendant shall transfer or send the Settlement Amount to the Settlement Administrator, who will deposit the funds into the bank account of the Qualified Settlement Fund established by the Settlement Administrator for purposes of this settlement. All amounts to be paid to the Plaintiff, Covered Employees, Plaintiff's Counsel, Settlement Administrator, and LWDA shall be paid from this Qualified Settlement Fund.

36. After the Settlement Administrator deducts the amount of Plaintiff Counsel's approved Fee and Cost Award, Plaintiff's approved Service Award, and the Settlement Administrator Costs from the Settlement Amount, the remaining balance will constitute the Net Settlement Amount, which will be distributed as set forth herein.

37. Within ten (10) calendar days of receiving the Settlement Amount from Defendant, the Settlement Administrator shall: (i) mail the settlement checks to the Covered Employees; (ii) mail a check to the LWDA for the LWDA Settlement Proceeds; (iii) mail checks for any approved Service Award to Plaintiff; and (iv) pay Plaintiff's Counsel's approved Fee and Cost Award in accordance with any wire transfer instructions from Plaintiff's Counsel. The settlement checks mailed to each Covered Employee will be accompanied by a Notice (similar in form and content to the sample form set forth in Exhibit A) explaining the Covered Employee's payment and the deadline to cash his/her settlement check.

38. The Covered Employees shall have 180 calendar days after mailing to cash their settlement checks. If any Covered Employee's check is not cashed within that period, the check will be void, and a stop-payment will be issued. In such event, the Covered Employee will be deemed to have irrevocably waived any right in, or claim to, his/her share, except that the Covered Employee may seek to claim the funds from the California Department of Industrial Relations ("DIR") Unclaimed Property Fund. The release nevertheless will be binding upon all Covered Employees, including those who do not cash their checks within the 180-day period. Any funds remaining in the Settlement Administrator's Qualified Settlement Fund established for the purpose of the Settlement and Release Agreement as a result of a failure to timely cash a settlement check shall be paid to the DIR Unclaimed Property Fund in the name of the Covered Employee who did not cash his/her check. The Settlement Administrator, Defendant, Defendant's Counsel, Plaintiff, and Plaintiff's Counsel will not have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks, and will not have any duty to seek any funds from the DIR Unclaimed Property Fund.

39. The Covered Employees' share of the Net Settlement Amount will be treated as payments in settlement of non-wage (civil penalty) claims and, to the extent necessary, will be reported on IRS 1099 forms provided by the Settlement Administrator.

G. Miscellaneous Provisions.

40. **Voiding the Agreement:** If for any reason the Court does not approve this Settlement and Release Agreement, the Parties shall have a period of sixty (60) calendar days (the "Grace Period") in which to provide any additional briefing or information requested by the Court, and/or to file a new, supplemental, or renewed request for settlement approval with the Court, and/or to seek to revise this Agreement through a writing signed by all Parties (or their successors in interest). If the Parties do not file anything with the Court during such a Grace Period, this Settlement shall be considered void *ab initio* and shall be of no force and effect whatsoever, and shall not be referred to or used for any purpose whatsoever. If the Settlement is approved by Court, and challenges to the Court's approval are not withdrawn on the record at the hearing, the Agreement will remain in effect and binding on the Parties, and the Action and all related actions will remain stayed, pending final resolution of any challenges or appeals.

41. **Tolling of CCP § 583.310:** If the Effective Date does not occur, the Parties shall be returned to their respective statuses as of the time immediately prior to April 15, 2024, and the Parties agree and acknowledge that the five-year deadline set forth in California Code of Civil Procedure § 583.310 will be extended for the period of time equating from April 15, 2024 to the date this Agreement becomes void, pursuant to California Code of Civil Procedure § 583.330.

42. **Waiver:** The waiver by one Party of any breach of this Settlement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement.

43. **Parties' Authority:** The signatories hereto represent that they are fully authorized to enter into this Agreement and to bind the Parties hereto to the terms and conditions hereof.

44. **Mutual Full Cooperation:** The Parties will fully cooperate with each other to accomplish the terms of this Settlement, including but not limited to executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court or otherwise, to effectuate this Settlement and the terms set forth herein.

45. **No Prior Assignments:** The Parties hereto represent, covenant, and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber, to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights released and discharged by this Agreement.

46. **Confidentiality:** Except in communications with his attorneys, accountants, or spouse, or in response to a subpoena or court order, or as required to effectuate the terms of this Agreement, Plaintiff agrees to maintain the confidentiality of this Settlement, including the terms, contents, and negotiations underlying this Agreement, until such time as Plaintiff's Counsel files with the Court its motion and proposed order requesting that the Court approve this Settlement. To the extent Plaintiff was required, in connection with his employment, to keep confidential any of Defendant's proprietary information and/or trade secrets pursuant to an agreement with any of the Released Parties, the Parties agree that Plaintiff is still bound by the requirements in that agreement.

47. **Plaintiff's Counsel Marketing and Adequacy Declarations:** Plaintiff's Counsel agrees not to use Defendant's name in marketing materials. Plaintiff's Counsel and Plaintiff will not make any posting on any website, instant message site, blog, or social networking site that uses Defendant's name, and will not list or refer to the Action in any website, mailings, publicity, or other similar fora or materials. However, nothing in this provision is intended to prevent Plaintiff's Counsel from citing the Settlement as evidence supporting their adequacy and/or competence as counsel in wage/hour and/or class action matters in public court filings.

48. **Judgment:** Plaintiff's request to the Court to approve this Settlement will include a proposed order that judgment be entered according to the terms of the Agreement.

49. **Binding Settlement:** This Agreement is a settlement document and shall, pursuant to California Evidence Code § 1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement and/or interpret or enforce the Agreement.

50. **Enforcement Actions:** Except as otherwise provided in this Settlement and Release Agreement, in the event that a Party to the Agreement institutes any legal action or other proceeding against the other Party to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, the prevailing Party shall be entitled to recover from the

other Party its or his reasonable attorneys' fees and costs incurred in connection with any such action or proceeding.

51. **Notices:** Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiff:

Carolyn H. Cottrell, Esther L. Bylsma
Schneider Wallace Cottrell Konecky LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608
Email: ccottrell@schneiderwallace.com
ebylsma@schneiderwallace.com

To Defendant:

Alexander M. Chemers
Catherine L. Brackett
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
400 South Hope Street, Suite 1200
Los Angeles, CA 90071
Email: alexander.chemers@ogletree.com
catherine.brackett@ogletree.com

52. **Construction:** The terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations between the Parties, and this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or her/its counsel participated in the drafting of this Agreement.

53. **Captions and Interpretations:** Paragraph/section titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision thereof. Each term of this Agreement is contractual and not merely a recital.

54. **Modification:** The Agreement may not be changed, altered, or modified, except in writing signed by all the Parties hereto and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

55. **Choice of Law and Venue:** This Agreement shall be governed by and construed, enforced, and administered in accordance with the laws of the State of California, without regard to its conflicts-of-law rules. Any legal action or other proceeding to enforce or interpret the provisions of this Agreement or to declare rights and/or obligations under this Agreement shall be

filed in California Superior Court, County of San Bernardino, which shall have the exclusive jurisdiction to hear any such legal action or other proceeding.

56. **Integration Clause:** This Agreement contains the entire agreement between the Parties relating to the Settlement and the transactions contemplated herein, and all earlier or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's counsel, are merged herein. No rights hereunder may be waived except in writing.

57. **Binding On Assigns:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

58. **Counterparts:** The Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one fully signed Agreement, which shall be binding upon and effective as to all Parties. Signed copies of this Agreement can be delivered manually, through a third-party delivered company, or electronically.

Dated: October 24, 2024 **PLAINTIFF'S COUNSEL (approved as to form):**
SCHNEIDER WALLACE COTTRELL KONECKY LLP

By: 
CAROLYN H. COTTRELL
ESTHER L. BYLSMA
STUART H. KLUFT

Dated: 10/24, 2024 **PLAINTIFF (agreed as to form and substance):**


ANDREW IMPEY

Dated: November 4, 2024

DEFENDANT'S COUNSEL (approved as to form):
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

By: 
ALEXANDER M. CHEMERS
CATHERINE L. BRACKETT

Dated: November 4, 2024

**DEFENDANT PARSONS TRANSPORTATION
GROUP, INC. (agreed as to form and substance)**

By: 
Kristen Ragosta
Title: Vice President, Deputy General Counsel

AMENDMENT TO PAGA SETTLEMENT AND RELEASE AGREEMENT

The undersigned Parties agree to amend the PAGA Settlement and Release Agreement, executed as of November 4, 2024 ("Agreement") as follows:

Paragraph 26(d) is amended as follows:

Fee and Cost Award: Plaintiff's Counsel may apply for an award of (i) attorneys' fees, not to exceed 35% of the Total Class Action Settlement Amount, that is, Fifty Two Thousand Five Hundred Dollars (\$52,500.00); and (ii) actual costs, in the amount of Fifteen Thousand Two Hundred Sixty One Dollars and Sixty Two Cents (\$15,261.62). Defendant agrees not to oppose Plaintiff's Counsel's request for these attorneys' fees and costs. The Fee and Cost Award approved by the Court will be paid out of the Settlement Amount. Plaintiff's Counsel will be issued an IRS Form 1099 in connection with the payment of the Fee and Cost Award. Plaintiff's Counsel shall be solely responsible for paying any and all applicable taxes on this payment.

Dated: December 5, 2024

PLAINTIFF'S COUNSEL (approved as to form):
SCHNEIDER WALLACE COTTRELL KONECKY LLP

By: 

CAROLYN H. COTTRELL
ESTHER L. BYLSMA

Dated: December 6, 2024

PLAINTIFF (agreed as to form and substance):



ANDREW IMPEY

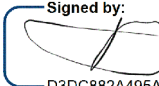
Dated: December 6, 2024

DEFENDANT'S COUNSEL (approved as to form):
OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

By: C. Brackett
ALEXANDER M. CHEMERS
CATHERINE L. BRACKETT

Dated: 06-Dec-2024, 2024

**DEFENDANT PARSONS TRANSPORTATION
GROUP, INC. (agreed as to form and substance)**

By:  Signed by:
D3DC882A495A440...

Title: Deputy General Counsel

EXHIBIT A

Notice of PAGA Settlement and Release of Claims

Impey v. Parsons Transportation Group, Inc., et al., Superior Court of California, County of San Bernardino, Case No. CIVSB2102000

<<RecipientName>>

Dear [NAME]:

I. NOTICE OF PAGA SETTLEMENT

The San Bernardino County Superior Court (the “Court”) approved a settlement in the above-captioned action filed by Andrew Impey (“Plaintiff”) against Parsons Transportation Group, Inc. (“Defendant”). Enclosed is your payment from the settlement of the case.

You have been identified as one of the Covered Employees covered by the settlement in the above-captioned case. According to Defendant’s records, you are a current or former hourly-paid or non-exempt employee who worked for Defendant in California as an associate engineer or engineering intern (the “Covered Employees”) at any time during the time period from November 3, 2019 to April 15, 2024 (the “Covered Period”).

Plaintiff, who is also a Covered Employee, filed the above-captioned lawsuit against Defendant under the Private Attorneys General Act of 2004 (“PAGA,” at California Labor Code § 2699), alleging that, with respect to Plaintiff and the Covered Employees, Defendant failed to pay wages, including overtime and minimum wages (Cal. Lab. Code §§ 510, 1182.12, 1194, and 1197); failed to timely pay for all hours worked (Cal. Lab. Code §§ 204, 1194, and 1198); failed to provide compliant meal and/or rest periods or pay premiums in lieu thereof (Cal. Lab. Code §§ 226.7 and 512); failed to provide business reimbursements (Cal. Lab. Code § 2802); failed to provide accurate itemized wage statements (Cal. Lab. Code § 226); failed to timely pay all wages due upon termination of employment (Cal. Lab. Code §§ 201-203); and failed to keep accurate payroll records (Cal. Lab. Code §§ 1174 and 1174.5) (the “Operative Claims”). Plaintiff sought civil penalties on behalf of himself, the State of California, and the Covered Employees.

The Court approved the settlement on [INSERT DATE OF SETTLEMENT APPROVAL].

The Court has not made a determination regarding the merits of Plaintiff’s allegations. This Notice is not intended to be, and should not be read as, an expression of any opinion by the Court regarding the truth of the allegations raised in the litigation or the merits of Plaintiff’s claims. Defendant denies the merits of Plaintiff’s claims, and denies that Plaintiff or the Covered Employees are entitled to any relief.

By entering into the settlement, Defendant does not admit, and in fact expressly denies, all of Plaintiff’s allegations in this case. Defendant maintains that Plaintiff and the Covered Employees were, at all times, properly and timely paid all wages and all other amounts owed, were timely paid all wages during and upon termination of employment, were provided with compliant meal and rest breaks, and were issued timely and compliant itemized wage statements. Defendant

further asserts that it maintained accurate payroll records regarding Plaintiff and the Covered Employees at all relevant times. Defendant asserts that it maintained lawful wage-and-hour policies, practices, and procedures throughout the entirety of the Covered Period. Defendant has entered into this settlement solely to buy its peace and to avoid the ongoing costs of litigation.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

According to Defendant's records, you worked for Defendant during <<EligiblePayPeriods>> "Eligible Pay Periods" (as defined below) during the Covered Period. Your individual PAGA payment is <<CheckAmount>>.

You should cash your check by [180 DAYS AFTER ISSUANCE], after which date the check will be void and you will no longer be able to cash it. Your check is subject to taxation as required by law.

Each individual PAGA payment was calculated on a *pro rata* (i.e., proportional) basis, based on the number of Eligible Pay Periods¹ in which each Covered Employee worked for Defendant during the Covered Period, divided by the total number of Eligible Pay Periods in which all Covered Employees worked for Defendant during the Covered Period.

III. RELEASE

The Court approved the parties' settlement on [INSERT DATE OF SETTLEMENT APPROVAL]. Pursuant to the settlement, in exchange for the individual PAGA payments to Covered Employees and the payment of the LWDA Settlement Proceeds to the Labor & Workforce Development Agency ("LWDA"), the State of California and all Covered Employees (including Plaintiff) shall be deemed to have fully and finally released and discharged Defendant and each of its former and present affiliates, divisions, parent corporations, predecessors, successors, and each of its or their directors, officers, shareholders, agents, attorneys, insurers, predecessors, successors, and assigns (the "Released Parties") from the "Released Claims" (as defined below).

For purposes of this settlement, the "Released Claims" are defined as: All claims for PAGA penalties that were alleged or reasonably could have been alleged based on the facts alleged in the operative Second Amended Complaint, for the entirety of the Covered Period, including the Operative Claims. Such Released Claims include, but are not limited to, claims for PAGA penalties in connection with Defendant's alleged failure to comply with California Labor sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1197, 1198, 2802, 2698 et seq., 2699, 2699.3, 2699.5, and Wage Order 9-2001 of the California Industrial Welfare Commission. The Released Claims do not include any claims based on facts occurring outside of the Covered Period.

Pursuant to the settlement, enclosed is a check for your individual PAGA payment, which

¹ "Eligible Pay Periods" means, for each Covered Employee, the total number of pay periods during the Covered Period in which a Covered Employee recorded performing work for Defendant as a non-exempt employee in California.

is your share of the settlement of civil penalties. You are not a party to this lawsuit, but you and the State of California are bound by the judgment in this matter as to the civil penalties under PAGA arising from the Released Claims against the Released Parties during the Covered Period.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

If you have questions, you may call the Settlement Administrator, Phoenix Class Action Administrators, toll free at [REDACTED]. In addition, if your address changes, you must inform the Settlement Administrator of your change of address to ensure receipt of your settlement payment.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, Civil Code §§ 1500 *et seq.*, in the name of the Covered Employee to whom the check was issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

The Settlement Administrator will provide you with a tax form 1099 for your check. You may also contact the Settlement Administrator at [phone number], [mailing address/PO Box] with questions.

To view the entirety of the Settlement Agreement, including its defined terms, you may visit <https://cap.sb-court.org/>, enter Case Number CIVSB2102000, and review the entire public docket of this lawsuit. Note that you must purchase case documents in order to view them.