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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

TYRONE JOHNSON, TERRENCE
KENNEDY; individually, and on
behalf of other members of the
general public similarly situated and
on behalf of other aggrieved
employees pursuant to the California
Private Attorneys General Act;

Plaintiffs,

vs.

PARSEC, INC. D/B/A/ OHIO
PARSEC, INC., an Ohio corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No. 2:22-cv-06930-AH-MAR

Honorable Anne Hwang

CLASS ACTION

**DECLARATION OF MAYRA
GONZALEZ WITH RESPECT TO
NOTICE AND SETTLEMENT
ADMINISTRATION**

Date: November 12, 2025
Time: 1:30 PM
Courtroom: 7D

Complaint Filed: August 8, 2022
FAC Filed: November 15, 2024
Trial Date: None Set

DECLARATION OF MAYRA GONZALEZ

I, Mayra Gonzalez, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Tyrone Johnson, et al. v. Parsec, Inc.* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Class Action and PAGA Settlement Agreement (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, printing, and mailing the *Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval* (“Notice”); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from August 8, 2018 to September 27, 2023 (“Class Period”) and the number of pay periods that each Aggrieved Employee worked during the time period from June 1, 2021 to September 27, 2023 (“PAGA Period”); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement (“Requests for Exclusion”), written objections to the Class Settlement (“Objections”), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys’ fees and costs, Class Representative Service Payments to Plaintiffs, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

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1 3. On July 11, 2025, Phoenix received a data file from Defense Counsel
2 that contained names, last known mailing addresses, Social Security numbers, and
3 workweeks for each Class Member (“Class List”) during the Class Period. The final
4 mailing list contained two thousand eight hundred thirty-seven (2,837) individuals
5 identified as Class Members.

6 4. On July 25, 2025, Phoenix conducted a National Change of Address
7 (“NCOA”) search in an attempt to update the class list of addresses as accurately as
8 possible. A search of this database provides updated addresses for any individual who
9 has moved in the previous four (4) years and notified the U.S. Postal Service of their
10 change of address.

11 5. On July 25, 2025, Phoenix mailed the Notice via U.S. first class mail to
12 all two thousand eight hundred thirty-seven (2,837) Class Members on the Class List.
13 A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

14 6. On August 11, 2025, Phoenix mailed CAFA Notices on behalf of
15 Defendant to the eleven (11) states in which Settlement Class Members reside based
16 on the Class List. A true and correct copy of the mailed Notice is attached hereto as
17 **Exhibit B**.

18 7. As of the date of this declaration, seventeen (17) Notices have been
19 returned to Phoenix. None were returned with a forwarding address. For the seventeen
20 (17) Notices returned from the Post Office without a forwarding address, Phoenix
21 attempted to locate a current mailing address using TransUnion TLOxp, one of the
22 most comprehensive address databases available for skip tracing. Of the seventeen
23 (17) Notices that were skip traced, sixteen (16) updated addresses were obtained and
24 the Notice was promptly re-mailed to those Class Members via first class mail.

25 8. As of the date of this declaration, one (1) Notice remains undeliverable
26 since an updated address could not be obtained via skip trace.

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1 9. As of the date of this declaration, Phoenix has received zero (0) Requests
2 for Exclusion from Class Members. The deadline to request exclusion from the Class
3 Settlement was September 8, 2025.

4 10. As of the date of this declaration, Phoenix has received zero (0) Notices
5 of Objection from Class Members. The deadline for objecting to the Class Settlement
6 was September 8, 2025.

7 11. As of the date of this declaration, Phoenix has received zero (0)
8 Workweek disputes from Class Members. The deadline for submitting a dispute was
9 September 8, 2025.

10 12. There are two thousand eight hundred thirty-seven (2,837) Class
11 Members who did not submit timely and valid Requests for Exclusion and are
12 therefore deemed Settlement Class Members, representing 100% of the Class.
13 Settlement Class Members have worked a collective total of two hundred ninety-eight
14 thousand seven hundred three (298,703) Workweeks during the Class Period. Each
15 Workweek is valued at approximately \$7.72.

16 13. The Escalator Clause of the Settlement Agreement provides that if the
17 total number of Workweeks during the Class Period exceeds ten percent (10%) of two
18 hundred seventy-four thousand six hundred twelve (274,612), Defendant will have
19 the option to either increase the Maximum Settlement Amount proportionally above
20 ten percent (10%) or to cut off the Class Period as of the date the Workweeks
21 exceeded the ten percent (10%) threshold. Since the total number of Workweeks
22 during the Class Period did not exceed this amount, the escalator was not triggered.

23 14. The Net Settlement Amount of \$2,306,463.70 available to pay
24 Settlement Class Members was determined by subtracting the requested Class
25 Counsel attorneys' fees (\$1,566,634.30), and Class Counsel costs (\$50,000.00),
26 requested Class Representative Service Payments totaling (\$35,000.00), the PAGA
27 Amount (\$500,000.00), and the requested Settlement Administration Costs
28 (\$18,000.00) from the Gross Settlement Amount (\$4,476,098.00).

1 15. Based upon the calculations stipulated in the Settlement, the highest
2 Individual Settlement Share to be paid is approximately \$2,077.11, the lowest
3 Individual Settlement Share to be paid is approximately \$7.72, while the average
4 Individual Settlement Share to be paid is approximately \$812.99. Settlement Class
5 Members will be issued payment of their Individual Settlement Shares subject to
6 reduction for the employee's share of taxes and withholdings with respect to the
7 wages portion of the Individual Settlement Share (the net payment is their "Individual
8 Settlement Payment").

9 16. Additionally, \$500,000.00 of the Gross Settlement Amount has been
10 allocated toward penalties under the Private Attorneys General Act ("PAGA
11 Amount"), of which 75%, or \$375,000.00, shall be paid to the Labor and Workforce
12 Development Agency ("LWDA"), and 25%, or \$125,000.00, of which shall be paid
13 to all current and former hourly non-exempt individuals who are or were employed
14 by Defendant during the PAGA Period. There are one thousand nine hundred nineteen
15 (1,919) Aggrieved Employees who worked a total of one hundred forty-three
16 thousand one hundred five (143,105) Pay Periods during the PAGA Period. The
17 highest Individual PAGA Payment to be paid is approximately \$106.57, the lowest
18 Individual PAGA Payment to be paid is \$0.87, and the average Individual PAGA
19 Payment to be paid is approximately \$65.14.

20 17. Pursuant to the Settlement, Defendant has agreed to fund the employer-
21 side taxes due separately and apart from the Gross Settlement Amount.

22 18. Phoenix's costs associated with the administration of this matter are
23 \$18,000.00. This includes all costs incurred to date, as well as estimated costs
24 involved in completing the settlement distribution. A true and correct copy of the
25 invoice from Phoenix is attached hereto as **Exhibit C**.

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

3 Executed this 15th day of October 2025, at Orange, California.
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6 Mayra Gonzalez
7 MAYRA GONZALEZ
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Exhibit A

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

***Tyrone Johnson, et al. v. Parsec, Inc.* (U.S. District Court for the Central District of California, Case No. 2:22-cv-06930-AH-MAR)**

*The U.S. District Court for the Central District 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 and representative action lawsuit (“Action”) entitled *Tyrone Johnson, et al. v. Parsec, Inc.* for alleged wage and hour violations. The Action was filed by former Parsec employees (“Plaintiffs”) and seeks (1) monetary relief for a class of current and former non-exempt, hourly-paid employees employed by Parsec, Inc. in the State of California who worked for Parsec, Inc. during the Class Period from August 8, 2018 through September 27, 2023 (“Class Members”); and (2) civil penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt, hourly-paid employees who worked for Parsec during the PAGA Period from June 1, 2021 through September 27, 2023 (“Aggrieved Employees”). For the purposes of this Notice, Parsec, Inc. shall be referred to here as the “Company.”

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

Based on the Company’s records, and the Parties’ current assumptions, your Individual Class Payment is estimated to be «ESA_Before_Paga» (less withholding) and your Individual PAGA Payment is estimated to be «PAGA_Amount». 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 Individual PAGA Payment, then according to the Company’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on the Company’s records showing that you worked «Total_Weeks» workweeks during the Class Period and you worked «PAGA_Pay_Periods» pay periods during the PAGA Period. If you believe that you worked more workweeks/pay periods during either period, 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 do 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 Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires the Company to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against the Company.

If you worked for the Company during the Class Period and/or the PAGA Period, 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 the Company.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a 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 the Company. You cannot opt-out of the PAGA portion of the proposed Settlement.

The Company 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 the Company 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 September 8, 2025.	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. The Company must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members can object to the Class Settlement but not the PAGA Settlement. Written objections must be submitted by September 8, 2025.	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Class 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 Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice. You cannot object to the PAGA portion of the Settlement.
You can participate in the Final Approval Hearing.	The Court's Final Approval Hearing is scheduled to take place on November 12, 2025, at 1:30 p.m. 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 Class 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 September 8, 2025.	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks during which you worked at least one day during the Class Period and how many Pay Periods during which you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and PAGA Pay Periods you worked according to the Company's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by September 8, 2025 . See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former Company employees. The Action accuses the Company of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and during employment, and business expenses, and failing to provide meal periods, rest periods, and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code sections 2698, et seq.) ("PAGA") and under the California Business & Professions Code section 17200, et seq.

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

So far, the Court has made no determination whether the Company or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and the Company hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to 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, Plaintiffs and the Company 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, the Company does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) the Company 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?

- a. The Company Will Pay \$4,476,098.00 as the Gross Settlement Amount (Gross Settlement). The Company 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 Payments, Class Counsel's attorney's fees and expenses, the Settlement Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, the Company will fund the Gross Settlement not more than 30 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.
- b. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs 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:

- i. Up to \$1,566,634.30 (35% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$50,000.00 for litigation expenses. To date, Class Counsel has worked and incurred expenses on the Action without payment.
- ii. Up to \$35,000.00 as Class Representative Service Payments for filing the Action, working with Class Counsel and representing the Class.
- iii. Up to \$20,000.00 to the Administrator for services administering the Settlement.
- iv. Up to \$500,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

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

- c. 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 their Class Period Workweeks.
- d. Taxes Owed on Payments to Class Members. The Settlement shall be broken down as follows: 15% ("Wage Portion") of each Individual Class Payment to taxable wages and 85% ("Non-Wage Portion") to penalties and interest. The Wage Portion is subject to withholding and will be reported on IRS W-2 Forms. The Company will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and the Company have agreed to these allocations, 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.

- e. 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. It will be your responsibility to obtain any Settlement funds belonging to you that are deposited with the Unclaimed Property Fund. You should consult the rules of the Fund for instructions on how to retrieve your money.
- f. 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 **September 8, 2025**, 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 **September 8, 2025** 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 the alleged wage and hour claims against the Company.

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 the Company based on the PAGA Period facts alleged in the Action.

- g. 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 to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and the Company have agreed that, in either case, the Settlement will be void: the Company will not pay any money and Class Members will not release any claims against the Company.
- h. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (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 re-mail 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.
- i. Participating Class Members' Release. After the Judgment is final and the Company has 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 the Company 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 (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action, including without limitation, California Labor Code sections 200, 201, 202, 203, 204, 206, 210, 218.6, 226, 226.3, 226.7, 500, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 et seq., 2800, 2802, California Industrial Commission Wage Orders, and Business and Professions Code sections 17200, et seq., and including all claims for or related to alleged unpaid wages, overtime or double time wages, minimum wages, timely payment of wages during employment and at separation, meal periods and meal period premiums, rest periods and rest period premiums, wage statement penalties, unreimbursed business expenses, failure to keep requisite payroll records, unfair competition, unfair business practices, injunctive relief as it relates to the claims listed above, declaratory relief as it relates to the claims listed above, liquidated damages, penalties recoverable pursuant to the claims listed above (including civil penalties pursuant to PAGA), interest, fees, costs, as well as all other claims and allegations alleged in the Action, from August 8, 2018 through September 27, 2023.

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

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- a. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- b. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$125,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
- c. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in the Company's records, are stated in the first page of this Notice. You have until **September 8, 2025**, to challenge the number of Workweeks and/or Pay Periods 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 the Company's calculation of Workweeks and/or Pay Periods based on the Company'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 Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and the Company's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- a. 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 does not opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment, if applicable.
- b. 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 in 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 *Tyrone Johnson, et al. v. Parsec, Inc.*, 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 **September 8, 2025**, or it will be invalid. Section 9 of the Notice has the Administrator's contact information. Remember, you cannot opt-out of the PAGA portion of the Settlement.

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 Plaintiffs and the Company are asking the Court to approve. At least 16 days before the Final Approval Hearing, Class Counsel and/or Plaintiffs 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 Plaintiffs are requesting as Service Awards for being Class Representatives. 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 johnson-v-parsec.phoenixcases.com or the Court's website <https://pacer.uscourts.gov/>.

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 Plaintiffs are too high or too low. The deadline for sending written objections to the Administrator is **September 8, 2025**. 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 *Tyrone Johnson, et al. v. Parsec, Inc.* and include your name, current address, telephone number, and approximate dates of employment for the Company 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. Remember, you cannot object to the PAGA portion of the Settlement.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **November 12, 2025, at 1:30 p.m.**, at the First Street Courthouse, 350 W. 1st Street, Courtroom 7D, 7th Floor, Los Angeles, California 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, Plaintiffs, and the Administrator. The Court will invite comments from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend). 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 johnson-v-parsec.phoenixcases.com 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 the Company and Plaintiffs 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 the Administrator's website johnson-v-parsec.phoenixcases.com. You may also review the Settlement Agreement and other court records by using Public Access to Court Electronic Records System ("PACER") (for a fee) through the Court's Pacer system at <https://pacer.uscourts.gov/>. The Court also provides free access to PACER at the public terminals in the Clerk's Office located at 350 West First Street, Suite 4311, Los Angeles, California 90012, between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday, excluding court-observed holidays.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT. YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER IF YOU HAVE QUESTIONS: 800-523-5773. YOU MAY ALSO CONTACT CLASS COUNSEL IF YOU HAVE ANY QUESTIONS.

The contact information for the Settlement Administrator is as follows:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: info@phoenixclassaction.com

The contact information for the Plaintiffs' Counsel is as follows:

Edwin Aiwazian
Elizabeth Parker-Fawley
Lawyers for Justice, PC
450 North Brand Blvd., Suite 900
Glendale, CA 91203
Tel.: (818) 265-1020
Fax: (818) 265-1021

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 Unclaimed Property Fund 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

August 11, 2025

VIA USPS MAIL

Re: *Tyrone Johnson, et al. v. Parsec, Inc.*
U.S. District Court for the Central District of California
2:22-cv-06930-AH-MAR

Notice Under the Class Action Fairness Act

To Whom It May Concern:

On behalf of Parsec, Inc., we are sending you this notice in accordance with the Class Action Fairness Act, 28 U.S.C. § 1715, (“CAFA”), to advise you that a proposed class action settlement has been filed with the United States District Court for the Central District of California (“the Court”) in the above-captioned action.

The Action was filed by former Parsec employees (“Plaintiffs”) and seeks (1) monetary relief for a class of current and former non-exempt, hourly-paid employees employed by Parsec, Inc. in the State of California who worked for Parsec, Inc. (“Parsec”) during the Class Period from August 8, 2018 through September 27, 2023 (“Class Members”); and (2) civil penalties under the California Private Attorneys General Act (“PAGA”) for all non-exempt, hourly-paid employees employed by Parsec who worked for Parsec during the PAGA Period from June 1, 2021 through September 27, 2023 (“Aggrieved Employees”).

Plaintiffs are former Parsec employees. The Action accuses Parsec of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and during employment, and business expenses, and failing to provide meal periods, rest periods, and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim under the California Business & Professions Code section 17200, et seq. and a claim for civil penalties under PAGA.

Parsec denies all of the allegations in Plaintiffs’ Actions and contends it was in compliance with the law at all times during the relevant periods at issue. However, to avoid the disruption and expense associated with further litigation, Parsec has agreed to settle the Actions.

On June 9, 2025, the Court granted preliminary approval of the Settlement and certification of the proposed Class.

Pursuant to 28 U.S.C. § 1715(b), we provide the following information and documents on the Settlement of this Class Action, true and correct copies of which are contained in the USB drive enclosed with this Notice.

- **Exhibit A** is the Plaintiffs’ First Amended Class Action Complaint.
- **Exhibit B** is the Class Action and PAGA Settlement Agreement.

- **Exhibit C** is Amendment No. 1 to the Class Action and PAGA Settlement Agreement executed by counsel for the parties on behalf of the parties, as permitted by the terms of the Settlement Agreement.
- **Exhibit D** is the Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval.
- **Exhibit E** is the Court's Minute Order granting Preliminary Approval of the Class Action and PAGA Settlement, which provides for a fairness hearing on November 12, 2025 at 1:30 PM PST.

Based on the records maintained by Parsec in its ordinary course of business, Parsec was able to identify 2,837 individuals who fall within the definition of Class Members. The estimated number of Class Members currently living in each state and percentage of proportionate share of the claims of the Class Members to the entire Settlement are as follows:

State	Number of Class Members	% Share of Settlement
Arkansas	1	0.0175%
Arizona	2	0.0712%
California	2,818	99.0885%
Georgia	4	0.3341%
Illinois	1	0.0410%
Indiana	2	0.0882%
Michigan	1	0.0108%
New York	1	0.0898%
South Carolina	3	0.1043%
Tennessee	3	0.1397%
Texas	1	0.0149%

The proportionate share of the Settlement amount that each Class Member is eligible to receive is dependent upon certain matters to be determined by the Court at the Final Approval Hearing, including but not limited to the amount of attorneys' fees and costs to award to Class Counsel and service award to the class representatives.

At present, there is no final judgment or notice of dismissal in this case, no other agreement made between class counsel and counsel for Parsec contemporaneously with the Settlement Agreement, and no written judicial opinion relating to the materials described in 28 U.S.C. § 1715(b)(3)–(6) apart from the order preliminarily approving the parties' settlement. Please contact me with any questions.

Sincerely,
Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Fax: (949) 209-2503
Email: info@phoenixclassaction.com

Exhibit C



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

May 10, 2024

CASE ASSUMPTIONS

Class Members	2,522
Opt Out Rate	1%
Opt Outs Received	36
Total Class Claimants	2,486
Subtotal Admin Only	\$18,395.90

Flat Fee Total **\$18,000.00**
For 2,522 Class Members

Pricing Good for Scope of Estimate Only

All Aspects of Escheating to the State of CA Included

CAFA Noticing for 6 States Included

Case: Johnson v. Parsec, Inc., Opt-Out & PAGA Administration

Phoenix Contact: Michael E. Moore

Contact Number: 949.331.0131

Email: mike@phoenixclassaction.com

Requesting Attorney: Elizabeth Parker-Fawley

Firm: Lawyers for Justice, PC

Contact Number: 818-CallJustice

Email: elizabeth@calljustice.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on **2,522** Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 day
Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item	Estimate
Programming Manager	\$100.00	2		\$200.00
Programming Database & Setup	\$100.00	2		\$200.00
Toll Free Setup*	\$100.00	1		\$100.00
Call Center & Long Distance	\$2.00	271		\$542.00
NCOA (USPS)	\$450.00	1		\$450.00
Total				\$1,492.00

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Website / CAFA Noticing

Project Action	Rate	Hours/Units	Line Item	Estimate
Notice Packet Formatting	\$100.00	2		\$200.00
Data Merge & Duplication Scrub	\$0.10	2,522		\$252.20
Notice Packet & Opt-Out Form	\$1.10	2,522		\$2,774.20
Estimated Postage (up to 2 oz.)*	\$0.61	2,522		\$1,538.42
Static Website	\$200.00	1		\$200.00
CAFA Noticing Included	\$250.00	6		Included
Total				\$4,964.82

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Associate	\$55.00	2		\$110.00
Skip Tracing Undeliverables	\$1.00	294		\$294.00
Remail Notice Packets	\$1.00	291		\$291.00
Estimated Postage	\$0.64	291		\$186.24
Programming Undeliverables	\$50.00	2		\$100.00
		Total		\$981.24

Database Programming / Processing Opt-Outs, Deficiencies or Disputes				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Database	\$150.00	1		\$150.00
Non Opt-Out Processing	\$200.00	1		\$200.00
Case Associate	\$55.00	9		\$495.00
Deficiency & Dispute Letters	\$10.00	36		\$360.00
Case Manager	\$85.00	6		\$510.00
		Total		\$1,715.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Programming Calculations	\$135.00	1		\$135.00
Disbursement Review	\$135.00	2		\$270.00
Programming Manager	\$95.00	3		\$285.00
QSF Bank Account & EIN	\$135.00	1		\$135.00
Check Run Setup & Printing	\$135.00	9		\$1,215.00
Mail Class Checks *	\$0.80	2,486		\$1,988.80
Estimated Postage	\$0.64	2,486		\$1,591.04
		Total		\$5,619.84

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing & Instructions for downloading tax forms from PHX secure portal



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CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations				
Project Action:	Rate	Hours/Units	Line Item	Estimate
Case Supervisor	\$115.00	3		\$345.00
Remail Checks (Postage Included)	\$2.00	279		\$558.00
Case Associate	\$55.00	3		\$165.00
Reconcile Uncashed Checks	\$85.00	5		\$425.00
Conclusion Reports	\$115.00	2		\$230.00
Case Manager Conclusion	\$85.00	3		\$255.00
Final Reporting & Declarations	\$115.00	3		\$345.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting & Escheating to the State of CA Included)	\$1,300.00	1		\$1,300.00
Total				\$3,623.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$18,395.90



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.