

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

**If you were employed by The Parsons Group, Inc. as a non-exempt employee in the state of California anytime between March 6, 2015 through October 15, 2020, you may be entitled to receive money from a class action settlement.**

*The Santa Barbara County Superior Court authorized this notice. This is not a solicitation from a lawyer. You are not being sued.*

**THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.**

You are receiving this Notice because the Court has preliminarily approved a proposed settlement in a class action filed on behalf of all non-exempt employees of Defendant The Parsons Group, Inc. (“Defendant” or “Parsons Group”) who worked for Defendant in California from March 6, 2015 through October 15, 2020. A hearing to determine whether the settlement should receive the Court’s final approval will be held on April 16, 2021 at 10:00 a.m. in Department 6 of the Santa Barbara County Superior Court, which is located at 1100 Anacapa Street, Santa Barbara, CA 93121-1107.

**This Notice explains the proposed settlement and provides an estimate of how much money you will receive as a settlement payment if you do not exclude yourself from the settlement. If you do not want to be part of the settlement class, then you must submit a Request for Exclusion (described in Section 9, below) no later than January 18, 2021, otherwise you will be bound by the terms of the settlement, including the release of certain claims that you may have against Defendant, as described in Section 8 of this Notice.**

**1. PURPOSE OF THIS NOTICE**

The Court has ordered that this Notice be sent to you because Defendant's records indicate that you are someone who worked for Defendant in the State of California any time from March 6, 2015 through October 15, 2020, and thus a potential class member under the settlement. The purpose of this notice is to provide you with information about the lawsuit and the proposed settlement and to advise you of your options.

**2. PERSON ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT**

The Court has certified, for settlement purposes only, the following class of persons (the "Class"):

All non-exempt California employees of Parsons Group who worked for Parsons Group in the State of California at any time from March 6, 2015 through October 15, 2020 ("Class Period") who do not opt-out of the settlement.

**3. DESCRIPTION OF THE ACTION**

A former employee of Parsons Group filed a class action against it in the Santa Barbara Superior Court. The case is called *Perez v. The Parsons Group Inc.*, Case No. 19CV01203 (the “Action”). Plaintiff Teresa Vargas Perez alleges the following claims on behalf of herself and the Class: (1) failure to provide meal and rest breaks; (2) failure to provide accurate wage statements; (3) failure to pay all wages owed at termination; (4) violation of the Unfair Practices Act; (5) civil penalties under the California Labor Code Private Attorneys’ General Act (“PAGA”), California Labor Code sections 2698-2699.5, and (6) failure to reimburse necessary expenditures.

Defendant denies all liability and is confident that it has strong legal and factual defenses to these claims, but it recognizes the risks, distractions, and costs associated with continued litigation. Defendant contends that its conduct is and has been lawful at all relevant times and that Plaintiff’s claims do not have merit and do not meet the requirements for class certification.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiff and Defendant (the “Parties”), through their attorneys, and is not an admission of liability on the part of Defendants. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff also believes this Settlement is in the best interests of all Class Members.

The Court has made no ruling on the merits of Plaintiff’s claims or Defendant’s defenses.

**FOR MORE INFORMATION CALL 1-800-523-5773.**

**4. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?**

Attorneys representing Plaintiffs and the class (“Class Counsel”) are:

Aaron C. Gundzik Rebecca Gundzik Gundzik Gundzik Heeger LLP 14011 Ventura Blvd., Suite 206E Sherman Oaks, CA 91423 Telephone: (818) 290-7461 Facsimile: (818) 918-2316	Daniel M. Holzman Caskey & Holzman 24025 Park Sorrento, Ste. 400 Calabasas, CA 91302 Telephone: (818) 657-1070 Facsimile: (818) 297-1775
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Attorneys representing Defendant are:

Diane M. O’Malley Winston K. Hu Hanson Bridgett LLP 425 Market Street, 26th Floor San Francisco, California 94105 Telephone: (415) 777-3200 Facsimile: (415) 541-9366	
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**5. THE TERMS OF THE PROPOSED SETTLEMENT**

The following is a summary of the settlement. The specific and complete terms of the proposed Settlement are stated in the Stipulation of Class Action Settlement (“Settlement Agreement”), a copy of which is filed with the Court. You can obtain a copy of the Settlement Agreement from Class Counsel (see contact information in Section 4 above) or review it on the following website: [www.phoenixclassaction.com/perez-v-parsons](http://www.phoenixclassaction.com/perez-v-parsons).

Defendant has agreed to pay \$381,000 to settle any and all obligations for the claims alleged in the lawsuit. This amount is called the Gross Settlement Amount. As discussed below, the Gross Settlement Amount will be used to cover all payments to the settlement class, settlement administration costs, attorneys’ fees and costs, a service and release award to the Plaintiff, and funds owed to the state of California in settlement of penalties. All of these payments will be deducted from the Gross Settlement Amount. The remaining amount (the "Net Settlement Amount") will be distributed to class members who do not timely submit Requests for Exclusion, as discussed below.

- (a) Attorneys’ Fees and Costs: Class Counsel has worked on this matter without compensation and have advanced funds to pay for expenses necessary to prosecute the Action. Accordingly, under the settlement, Class Counsel may request an amount not to exceed \$127,000 to compensate them for their work on the case, plus their reasonable costs and expenses incurred in the litigation not to exceed \$20,000. Subject to court approval, the attorneys’ fees and costs will be deducted from the Gross Settlement Amount.
- (b) Service and Release Award: The Plaintiff is requesting a service and release award of \$10,000, in addition to the amount she will receive as a Class member, to compensate her for undergoing the burden of prosecuting the Action and for the broader release of claims she is required to provide to Defendant. Subject to court approval, the service and release award will be deducted from the Gross Settlement Amount.
- (c) Settlement Administration Costs: The Settlement Administrator, Phoenix Class Action Administration Solutions, has advised the parties that the settlement administration costs will not exceed \$7,500. Subject to court approval, the settlement administration costs will be deducted from the Gross Settlement Amount.
- (d) Payment to State of California: A total of \$10,000 of the Gross Settlement Amount will be allocated to settle allegations that Defendant owes penalties to the state for alleged violations of the California Labor Code. Of this amount, \$7,500 (75%) will be paid to the California Labor & Workforce Development Agency (“LWDA”). Subject to court approval, the \$7,500 payment to the LWDA will also be deducted from the Gross Settlement Amount. The other 25%, which is \$2,500, will be distributed to class members as part of the Net Settlement Amount discussed below.
- (e) Payments to Settlement Class Members: The remainder of the Gross Settlement Amount (the "Net Settlement Amount") will be distributed to Class Members who do not exclude themselves from the settlement ("Settlement Class Members"). The amount of each Settlement Class Member’s share of the Net Settlement Amount will be calculated by dividing the total number of qualifying workweeks worked by the Class Member during the Class Period by the total number of qualifying workweeks worked by all Settlement Class Members during the Class Period and multiplying that fraction by the Net Settlement Amount. A qualifying workweek is a full or partial week that a class member worked for Defendant during the Class Period.

**6. WHAT YOU WILL RECEIVE UNDER THE SETTLEMENT**

According to Defendant’s records, you worked a total of «Total\_Weeks» qualifying workweeks during the Class Period. Under the settlement, you will receive approximately «Est\_Set\_Amt».

**FOR MORE INFORMATION CALL 1-800-523-5773.**

Your settlement payment is being calculated using the following formula: (Individual Settlement Class Member's Qualifying Workweeks ÷ All Settlement Class Members' Qualifying Workweeks) x Net Settlement Amount.

This amount may increase or decrease based on various factors, including the number of class members who submit Requests for Exclusion, the amounts approved by the Court for attorneys' fees and costs, settlement administration costs, service and release awards to Plaintiffs, payment to the LWDA, and disputes by other class members regarding their qualifying workweeks during the Class Period. **You do not need to do anything to receive your settlement payment. You will receive a settlement payment unless you exclude yourself from the settlement.**

## 7. PAYMENT SCHEDULE

The Settlement Administrator will send out settlement checks to Class Members after the settlement is finally approved by the Court. You will have 180 days after the Settlement Administrator mails your settlement check to cash it; otherwise it will be voided and the amount of your settlement payment will be sent to the Court-appointed *cy pres* recipient, Santa Barbara Children's Education Fund, a nonprofit in Santa Barbara, California focused on providing and supporting programs that enrich the academic, artistic, and personal development of students in the Santa Barbara Unified School District. For tax purposes, 25% of your settlement payment shall be attributed to wages and reported on a W-2 form; 25% will be attributed to interest, 25% will be attributed to penalties and 25% will be attributed to reimbursement of expenses. The amount of interest and penalties will be reported on an IRS Form 1099. Nothing in this Notice should be construed as providing you with tax advice. You should consult with your tax advisor concerning the tax consequences of the payment you receive.

## 8. RELEASE OF CLAIMS

Unless you submit a valid Request for Exclusion (described below in section 9), you will release Parsons Group and its past, present and/or future officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers ("Released Parties") from all causes of action and factual or legal theories that were alleged in the Complaint or that could arise from facts alleged in the Complaint, including all damages, penalties, interest and other amounts recoverable under said claims, causes of action, or legal theories of relief. The claims that you will be releasing by participating in the settlement include claims for: (1) failure to provide meal and rest breaks; (2) failure to provide accurate wage statements; (3) failure to pay all wages owed at termination; (4) violation of the Unfair Practices Act; (5) recovery of civil penalties under the California Labor Code Private Attorneys' General Act ("PAGA"), California Labor Code sections 2698-2699.5, and (6) failure to reimburse necessary expenditures occurring during the Class Period as well as all other California statutory, common or administrative law claims and causes of action which could have been alleged in the Action based on the facts and allegations in the operative complaints occurring during the Class Period. The release only effects claims that arose at any time between March 6, 2015 and October 15, 2020.

## 9. YOUR OPTIONS

As a Class Member you have three options. Each option will affect your rights, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, are explained below:

### (a) You Can Do Nothing.

If you do nothing, you will remain a Class Member and will receive a settlement payment. You will also be bound by the release of claims set forth in Section 8 above. The payment will remain valid and negotiable for one hundred eighty (180) days from the date of the issuance. This deadline to cash the payment check cannot be extended.

### (b) You Can Exclude Yourself from the Settlement Class.

If you do not want to remain a member of the settlement class, you can request exclusion (*i.e.*, opt out) by sending the Settlement Administrator a written Request for Exclusion at the address specified in Section 13 below. The deadline to postmark a Request for Exclusion is **January 18, 2021**. A Request for Exclusion is a written statement that unambiguously requests exclusion from the settlement class. The Request for Exclusion must include the case number (*Perez v. The Parsons Group Inc.*, Case No. 19CV01203), your name, current address and telephone number, and the last four digits of your social security number (for verification purposes). You must also sign the Request for Exclusion. You should keep a copy of your Request for Exclusion. Moreover, to demonstrate receipt by the Settlement Administrator, you may elect to send your Request for Exclusion via certified mail. Requests for Exclusion that do not include all required information, or that are not postmarked on or before **January 18, 2021**, will not be valid.

If you submit a valid and timely Request for Exclusion, you will not be bound by the settlement or the release of claims in Section 8 above and you will not receive any money under the settlement. You will also be barred from objecting to this settlement. By opting out of the settlement class, you will retain whatever rights or claims you may have against Defendant.

If you do not submit a timely and valid Request for Exclusion from the settlement class by the deadline specified above, then you will be bound by all terms and conditions of the settlement, including the Release of Claims, if it is approved by the Court and by the judgment, and you will receive a settlement payment.

**FOR MORE INFORMATION CALL 1-800-523-5773.**

**(c) You Can Object to the Settlement.**

If you do not submit a Request for Exclusion from the settlement, you may object to the settlement by sending your written objections to the Settlement Administrator at the address specified in Section 13 below. The deadline to postmark your objections is **January 18, 2021**. Only Class Members who have not requested exclusion may object to the settlement.

Your objection must state the basis of your objection and include any papers and briefs in support of your position. Your objection must be signed and must contain your current address and telephone number (or that of your attorney) and refer to this case (*Perez v. The Parsons Group Inc.*, Case No. 19CV01203).

If you object to the settlement and if the Court approves the settlement notwithstanding your objections, you will be bound by the terms of the settlement and be deemed to have released all of the Released Claims as set forth in Section 8 above, and you will not be permitted to file a Request for Exclusion.

**10. PROCEDURE FOR CONTESTING THE CALCULATION OF YOUR SETTLEMENT PAYMENT AS STATED IN THIS NOTICE**

If you wish to remain a Settlement Class Member but you disagree with the number of qualifying workweeks attributed to you in Section 6 above, you can contest the calculation. To do so, you must provide the Settlement Administrator with a written explanation of your position. The statement must also include your full name, current address and telephone number, and must identify this case (*Perez v. The Parsons Group Inc.*, Case No. 19CV01203). You must provide written documentation supporting the number of workweeks you believe that you worked; otherwise, the number listed above will be presumed correct. You must postmark your written statement no later than **January 18, 2021**. The Settlement Administrator will consider the documentation you submit and will communicate with you and the parties as necessary regarding the dispute to determine whether an adjustment is warranted before making a final determination regarding your settlement payment. The Settlement Administrator will advise you of its final determination.

**11. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT**

The Final Approval Hearing on the fairness and adequacy of the proposed settlement, the plan of distribution, the service and release awards to the Plaintiffs, and Class Counsel's request for attorneys' fees and costs, and other issues will be held on April 16, 2021 at 10:00 a.m., in Department 6 of the Santa Barbara County Superior Court, which is located at 1100 Anacapa Street, Santa Barbara, CA 93121-1107. The Final Approval Hearing may be continued to another date without further notice. If you plan to attend the Final Approval Hearing, it is recommended that you contact the Settlement Administrator to confirm the date and time.

**12. NON-RETALIATION**

Defendant will not retaliate or take any adverse action against a Class Member for participating in the settlement and/or refusing to participate in the settlement.

**13. ADDITIONAL INFORMATION AND COURTHOUSE SOCIAL DISTANCING INFORMATION.**

This Notice only summarizes the lawsuit and settlement. For more information, you may inspect the Court file at the Santa Barbara County Superior Court, 1100 Anacapa Street, Santa Barbara, CA 93121-1107, subject to the social distancing procedures in place at the Courthouse. You may also review the settlement agreement and other documents on-line at [www.phoenixclassaction.com/perez-v-parsons](http://www.phoenixclassaction.com/perez-v-parsons) or you may contact the Settlement Administrator as follows:

Phoenix Settlement Administrators  
Telephone: (800) 523-5773  
Facsimile: (949) 209-2503  
Email: [notice@phoenixclassaction.com](mailto:notice@phoenixclassaction.com)  
Website: [www.phoenixclassaction.com/perez-v-parsons](http://www.phoenixclassaction.com/perez-v-parsons).

You may also contact Class Counsel at the address and telephone number provided in Section 4 above. If your address changes or is different from the address on the envelope enclosing this Notice, please promptly notify the settlement administrator.

If you are planning to come to the Final Approval Hearing, you should review the Court's social distancing requirements at: [https://www.sbcourts.org/gi/notices/C19\\_ANA.pdf](https://www.sbcourts.org/gi/notices/C19_ANA.pdf).

**PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE**

**FOR MORE INFORMATION CALL 1-800-523-5773.**