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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ROBERT SUMNER, on behalf of himself and all others similarly situated, Plaintiff, v. VACCO INDUSTRIES, a Delaware Corporation; and DOES 1-50, inclusive. Defendants.	CASE NO.: 24STCV24575 *Assigned to the Hon. Elihu M. Berle* **DECLARATION OF MEHRDAD BOKHOUR IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** **HEARING INFO** Date: December 29, 2026 Time: 9:00 a.m. Dept.: 6

DECLARATION OF MEHRDAD BOKHOUR

I, Mehrdad Bokhour, say and declare as follows:

1. I am an attorney at law, duly licensed to practice before all the Courts of the State of California, and I am the principal of Bokhour Law Group, P.C., co-counsel with Joshua Falakassa of Falakassa Law, P.C., as attorney of record for Plaintiff Robert Sumner and the Settlement Class. As such, I am familiar with the file in this matter, and if called as a witness, I could and would competently testify to the following facts based on my personal knowledge.

Class Counsel Are Experienced Class Litigators

2. I graduated with a Bachelor of Arts degree in Political Science from the University of California, Berkeley, in 2007. I received my J.D. from Loyola Law School—Los Angeles in 2012 and became a member of the California State Bar in December 2012.

3. Before beginning my legal career, I served as a judicial extern for the Honorable Justice Fred Woods of the Second District Court of Appeal, Division Seven. I also served as an appellate law clerk at Greines, Martin, Stein & Richland LLP.

4. I have been a member, in good standing, of the State Bar of California since 2012. I am admitted to practice before all California state courts, the U.S. Court of Appeals for the Ninth Circuit, the U.S. District Court for the Central District of California, Eastern District of California, and Southern District of California, and have litigated class action and Private Attorneys General Act ("PAGA") representative action cases in various courts in California.

5. I have handled approximately 300 employment litigation matters during my thirteen years in practice. Over the last seven years, my practice has exclusively represented employees, most of whom were in class action and representative action wage and hour matters. Various courts have appointed me as class counsel, and I have received final court approval and judgment in numerous class actions. I anticipate receiving final approval in many more in the future.

6. As part of these settlements and judgments, I have recovered at least 50 million dollars in damages for my clients and the class members (who often work as essential workers, nurses, technicians, warehouse workers, truck drivers, sales, and countless other trades).

7. I was selected as a "Super Lawyer Rising Star" in Employment Litigation from 2017 through 2022 and as a "Super Lawyer" in 2023 through 2026. This distinction is reserved for the top 2.5% of lawyers in the practice area. TopVerdicts.com has also recognized me for achieving several of the top wage-and-hour class-action settlements and PAGA actions in California.

8. I have attended numerous Continuing Legal Education courses on employee advocacy.

9. My firm has the experience, resources, and means necessary to allow us to provide adequate representation to all Settlement Class Members in this Action.

10. Currently, my firm is acting as co-counsel in at least twenty-five wage and hour class actions.

11. Class Counsel are respected members of the California Bar with strong records of vigorous and effective advocacy for their clients, and they are experienced in handling complex class action litigation. Both Class Counsel and Plaintiff were prepared to litigate the claims in this action, but they strongly and unequivocally support the proposed Settlement as being in the best interest of the Settlement Class based on the circumstances referenced herein.

12. In the opinion of Class Counsel, the recovery for each Settlement Class Member is within the acceptable range for this type of action. The Class will receive compensation without the risks and delay of further litigation.

13. In sum, all relevant factors support final approval of the Settlement. The Parties negotiated at arm's length with the assistance of Jeffrey P. Fuchsman, Esq., and Class Counsel investigated and analyzed the class claims. The notice response statistics are preliminary, with final statistics to be provided by December 15, 2026.

The Proposed Enhancement Award to Plaintiff as Class Representative is Reasonable

14. Plaintiff and Class Counsel request that the Court finally approve a Class Representative Service Payment of $10,000 for the time, effort, and risks he undertook in participating in this Action. Because a named plaintiff is an essential ingredient of any class action, a service payment is appropriate to induce individuals to step forward and assume the

burdens and obligations of representing the settlement class. In deciding the amount of service payment for a class representative, relevant factors include the actions the plaintiff has taken to protect the interests of the settlement class, the degree to which the settlement class has benefited from those actions, and the amount of time and effort the plaintiff expended in pursuing the action.

15. In the instant case, Plaintiff assisted Class Counsel with investigating and prosecuting this Action and made himself available in connection with the litigation and settlement process. The amount sought for the Class Representative aligns with service payments in similar wage-and-hour class actions. Defendant does not oppose the requested Class Representative Service Payment of $10,000.

16. As such, the service payment requested is intended to compensate Plaintiff for their critical role in this case and the substantial time, effort, and risks they undertook to help secure the result obtained on behalf of the Settlement Class. The requested Class Representative Service Payment is well deserved and warranted.

The Requested Attorneys' Fees and Costs are Fair, Reasonable, and Appropriate

17. Class Counsel's application for an award of Attorneys' Fees in an amount of approximately 33.33% of the Settlement Amount on behalf of the Settlement Class is reasonable and fair. The requested fee falls at the lower end of the Ninth Circuit's historical benchmark for attorneys' fees, 20% to 40% of a common fund. It is fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent basis.

18. For Class Counsel, the fees here were wholly contingent in nature, and the case presented substantial litigation risk. Class Counsel risked time and expense to prosecute this Action on behalf of the Settlement Class Members. Based upon the foregoing, Class Counsel respectfully requests that the Court award attorneys' fees of $420,000 and reimbursement of actual litigation costs of $17,645.03.

19. Class Counsel have devoted a combined 208 hours to prosecuting this Action: 110 hours by me at $750 per hour and 98 hours by Joshua Falakassa at $750 per hour. These rates are reasonable and usual for our services and consistent with prevailing market rates for

attorneys with comparable experience handling complex wage-and-hour class and PAGA litigation.

20. I have devoted approximately 110 hours to this Action. At my hourly rate of $750, my lodestar is $82,500. Joshua Falakassa has devoted approximately 98 hours at $750 per hour, for a lodestar of $73,500. The combined lodestar is $156,000, and the $420,000 fee request represents a multiplier of approximately 2.69.

Attorney	Experience	Hourly Rate	Hours	Total Lodestar
Mehrdad Bokhour	14 years	$750	110	$82,500
Joshua Falakassa	13 years	$750	98	$73,500
Total Lodestar				**$156,000**

21. The ultimate result was far from certain. When the firm took on this case on a contingency fee basis, it agreed to assume responsibility for all litigation costs. In the course of this Action, Class Counsel paid all costs, including filing fees, court costs, research fees, and mediation costs. There was never a guarantee that we would recoup those expenditures.

22. It has been my experience that the benchmark for an attorney's fee award in California state cases is one-third of a common fund. Here, Class Counsel requests 33.33% of the Settlement Amount.

23. The requested attorneys' fees are $420,000, or one-third of the $1,260,000 Gross Settlement Amount, and are subject to Court approval.

24. The following are the itemized litigation costs actually incurred for the above-referenced matter:

(1)	LWDA Filing Fee	$75
(2)	Service of Process	$108.60
(3)	Mediation	$5,000
(4)	Filing Fees	$2,891.43
(5)	Expert Fee	$9,570
	Total	$17,645.03

25. The LWDA's confirmation of receipt of this settlement and motion for final approval are attached hereto as **Exhibit "A."**

26. The fully executed Amended Class Action and PAGA Settlement Agreement is attached hereto as **Exhibit "B."**

27. Plaintiff and the Class Members are current and former non-exempt employees of Defendant VACCO Industries in California during the Class Period of September 20, 2020 through July 31, 2025. The PAGA Period is September 20, 2023 through July 31, 2025. The claims include alleged wage, meal and rest period, wage statement, reimbursement, and separation-pay violations, all disputed by Defendant. The PAGA Notice is attached hereto as **Exhibit "C."**

28. The proposed Settlement was the product of arm's-length negotiations with the assistance of Jeffrey P. Fuchsman, the mediator for the February 20, 2025 mediation.

29. Plaintiff and Class Counsel have diligently investigated the claims raised in this litigation and, after taking into account the disputed factual and legal issues involved in this action, the risks attending further prosecution, and the benefits to be received pursuant to the compromise and settlement of the Action as set forth in the Settlement, concluded that the Settlement terms are fair, reasonable, and in the best interest of the Settlement Class.

30. As the Settlement Agreement reveals, there is no preferential treatment for any segment of the Settlement Class, as the Settlement is designed to fairly and adequately compensate all Settlement Class Members. Pursuant to California Rules of Court Rule 3.769(b), the parties have disclosed the agreed-upon and proposed Attorneys' Fees, which are well within the range of reasonableness for matters of this nature.

31. As set forth at the time of preliminary approval, Class Counsel's investigation into the facts and merits of the wage and hour claims alleged included analyzing substantial amounts of information, correspondence, documents, timekeeping and pay data, policies and procedures, and evidence relating to the class size and the commonality of the claims. During this process, Plaintiff and Class Counsel investigated the potential claims of similarly situated employees and researched Defendant's defenses. Finally, Class Counsel synthesized and analyzed information provided by Defendant as to the total Settlement Class Members, the number of current and former employees, and the number of employees who worked during various time periods, and prepared comprehensive damages calculations regarding the wage and hour claims at issue.

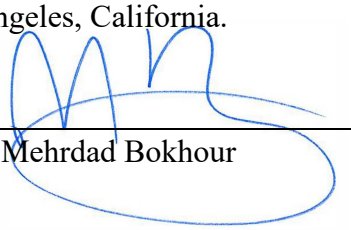
32. In light of the uncertainties of protracted litigation, this negotiated Settlement reflects the best practicable recovery for the Settlement Class. While the total Settlement amount is, of course, a compromise figure, both parties weighed the potential risks and opportunities, resulting in a fair and equitable Settlement. Based upon detailed data obtained through discovery and information exchanges and factoring in claim certification and liability probabilities, Class Counsel formulated detailed damages models to evaluate the claims in preparation for mediation and reach a realistic and reasonable resolution. Of course, Defendant denies that any damages should be assessed and denies all of the value assessed by Plaintiff.

33. Moreover, as further detailed in Plaintiff's Motion for Preliminary Approval of Class Action Settlement, Defendant strongly disputed the merits of the case and the damages on several grounds.

34. The Settlement should be approved, and judgment entered based on the determination that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class.

35. In compliance with California Rules of Professional Conduct section 1.5.1, Plaintiffs signed a fee split agreement that provides that fees will be allocated between Class Counsel as follows: fifty percent (50%) to the Bokhour Law Group, P.C., and fifty percent (50%) to Falakassa Law, P.C.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct, this 28th day of October 2026, at Los Angeles, California.



Mehrdad Bokhour

EXHIBIT “A”

EXHIBIT “B”

AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Amended Class Action and PAGA Settlement Agreement ("Agreement" or "Settlement") is made by and between plaintiff Robert Sumner ("Plaintiff") and Defendant Vacco Industries ("VACCO"). The Agreement refers to Plaintiff and VACCO collectively as "Parties" or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means the Plaintiff's lawsuit alleging wage and hour violations against VACCO captioned *Robert Sumner, on behalf of himself and all other similarly situated v. Vacco Industries, and Does I through 50, inclusive*, initiated on or about September 20, 2024, and pending in Superior Court of the State of California, County of Los Angeles, Case No. 24STCV24575.

1.2 "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Class" means all current and former non-exempt employees who worked for VACCO in California at any time between September 20, 2020, and July 31, 2025.

1.4 "Class Counsel" means Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C.

1.5 "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action, subject to approval by the Court. Any Class Counsel Fees Payment will be paid out of, and not in addition to, the Gross Settlement Amount.

1.6 "Class Data" means the Class Member identifying information in VACCO's possession, including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.7 "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA Member).

1.8 "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.9 "Class Notice" means the court-approved Notice of Proposed Class Action Settlement that the Parties will submit to the Court for approval. Once approved,

the Administrator will mail the Notice to all Class Members in English. The Notice is substantially similar to the Notice attached as Exhibit A and is incorporated by reference into this Agreement.

1.10 "Class Period" means the period from September 20, 2020, through July 31, 2025.

1.11 "Class Representative" means Plaintiff Robert Sumner, who is seeking Court approval to serve as a Class Representative.

1.12 "Class Representative Service Payment" means the amount the Court awards to the Class Representative for initiating the Action and providing services in support of the Action. The Class Representative Service Payment will be reported on an IRS Form 1099.

1.13 "Complaint" means the Complaint filed by Plaintiff on or about September 20, 2024, in the Action.

1.14 "Court" means the Superior Court of California, County of Los Angeles.

1.15 "Defense Counsel" means Mia Farber and Trevor R. Witt of Jackson Lewis PC.

1.16 "Effective Date" means the latest of the following dates: (1) the Court enters Judgment on its Order Granting Final Approval of the Settlement and Judgment; (2) 65 calendar days have passed since the Court entered Judgment on its Order Granting Final Approval of the Settlement and Judgment; and (3) the period for filing any challenge to the Order Granting Final Approval of the Settlement and/or Judgment, appeal, writ, or other appellate proceeding opposing or otherwise challenging the Court's entry of the Order Granting Final Approval of the Settlement and/or Judgment has expired without any challenge to the Order Granting Final Approval of the Settlement and/or Judgment, appeal, writ, or other appellate proceeding having been filed or any other opposition, challenge, or motion to vacate the entry of the Order Granting Final Approval of the Settlement and Judgment having been filed; or if any appeal, writ, or other appellate proceeding opposing the Order Granting Final Approval of the Settlement and Judgment has been filed, including objections, or any other opposition, challenge, or motion to vacate the Order Granting Final Approval of the Settlement and Judgment has been filed, five calendar days after any appeal, writ, or other appellate proceedings opposing the Settlement or seeking to vacate the Order Granting Final Approval of the Settlement and Judgment has been finally and conclusively dismissed with no right to pursue further remedies or relief.

1.17 "Final Approval Order" means the Court's order granting final approval of the Settlement and conditionally certifying the class for settlement purposes only.

1.18 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement. Plaintiff agrees to request that the Final Approval

Hearing be held within one hundred and twenty (120) calendar days after the Preliminary Approval Order, subject to the Court's availability.

1.19 "First Amended Complaint" means the First Amended Complaint filed by Plaintiff.

1.20 "Gross Settlement Amount" means $1,260,000.00, which is the total amount VACCO agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Settlement Administration Costs. VACCO shall be separately responsible for the cost of its share of employer-side payroll taxes. The Settlement is non-reversionary.

1.21 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period, as described further below in Section 3.

1.22 "Individual PAGA Payment" means the PAGA Member's pro rata share of 35% of the Net PAGA Settlement calculated according to the number of PAGA Pay Periods worked during the PAGA Period as described further below in Section 3.

1.23 "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.24 "LWDA" means the California Labor and Workforce Development Agency.

1.25 "LWDA PAGA Payment" means 65% of the Net PAGA Settlement paid to the LWDA under Labor Code section 2699, subd. (i).

1.26 "Net PAGA Settlement Amount" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount ($50,000), allocated 35% to the PAGA Members ($17,500) and 65% to the LWDA ($32,500) in settlement of the PAGA claims.

1.27 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Net PAGA Settlement Amount, and the Settlement Administration Costs. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.

1.28 "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.29 "PAGA Member" means all current and former non-exempt employees of VACCO who worked for VACCO in California during the PAGA Period.

1.30 "PAGA Pay Period" means any bi-weekly pay period during which a PAGA Member worked for VACCO for at least one day during the PAGA Period.

1.31 "PAGA Period" means the period from September 20, 2023, through July 31, 2025.

1.32 "PAGA" means the California Private Attorneys General Act (California Labor Code §§ 2698 *et seq.*).

1.33 "PAGA Notice" means Plaintiff's letter sent to VACCO and the LWDA on or about September 20, 2024 providing notice pursuant to California Labor Code section 2699.3, subd. (a).

1.34 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.35 "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.36 "Preliminary Approval Order" means the Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.37 "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.38 "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.39 "Released Parties" means Vacco Industries, and any of its respective current or former directors, officers, members, administrators, agents, insurers, beneficiaries, trustees, employee benefit plans, representatives, servants, employees, attorneys, parents, subsidiaries, affiliates, divisions, branches, units, shareholders, investors, contractors, successors, joint venturers, predecessors, related entities, and assigns, and all other individuals and entities acting on their behalf.

1.40 "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member and timely mailed to the Administrator.

1.41 "Response Deadline" means sixty (60) days after the Administrator mails Notice to Class Members and PAGA Members and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline, which has expired, to mail a Request for Exclusion or Objection to the Administrator.

1.42 "Settlement Administration Costs" means the total amount payable to the Administrator for all work performed to administer this Settlement, including, but

not limited to: the cost of providing Notice of the proposed Settlement to the Class and the cost of administering the Settlement and any settlement fund created under this Agreement. The Settlement Administration Costs are estimated not to exceed $10,000 and will be payable from, and not in addition to, the Gross Settlement Amount.

1.43 "Workweek" means any week during which a Class Member worked for VACCO for at least one day during the Class Period.

2. RECITALS.

2.1 On or about September 20, 2024, Plaintiff filed suit in Los Angeles County Superior Court against VACCO, asserting the following claims under the California Labor Code: (1) failure to pay overtime wages; (2) failure to pay sick time wages, (3) failure to provide meal periods; (4) failure to provide rest breaks; (5) failure to provide accurate itemized wage statements; (6) failure to pay all wages due upon separation of employment; (7) failure to pay all vacation wages; (8) failure to reimburse necessary business expenses. Plaintiff also asserted a claim for alleged violation of California's Unfair Competition Law.

2.2 On or about September 20, 2024, Plaintiff submitted the PAGA Notice to the LWDA asserting various allegations under PAGA and providing notice of intent to file a representative action on behalf of the LWDA and other allegedly aggrieved non-exempt California employees of VACCO.

2.3 Subsequently, on April 30, 2025, Plaintiff filed the First Amended Complaint to include claims under PAGA.

2.4 VACCO denies the allegations in the PAGA Notice, Complaint, and First Amended Complaint, denies any failure to comply with the laws identified in the PAGA Notice, Complaint, and First Amended Complaint, and denies any and all liability for the causes of action alleged.

2.5 After VACCO's receipt of the Complaint and PAGA Notice, the Parties, through counsel, engaged in informal discovery and negotiations and elected to participate in an early mediation to avoid the costs and time of contested litigation.

2.6 The Parties, through counsel, attended a mediation facilitated by mediator Jeffrey Fuchsman, Esq., on February 20, 2025.

2.7 The Parties, through counsel and with the assistance of the mediator, engaged in continued settlement discussions, and accepted a Mediator's Proposal made by the mediator on or about August 6, 2025, which was accepted by all Parties on or about August 8, 2025.

2.8 Prior to mediation, Plaintiff obtained, through informal discovery, a sampling of time and corresponding pay records belonging to approximately 50% of Class

Members, relevant VACCO policies, Plaintiff's time and payroll records and wage statements, and the total number of Class Periods Employees and workweeks worked during the Class Period.

2.9 The Court has not granted class certification.

2.10 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, VACCO promises to pay, or cause to be paid, $1,260,000.00, and no more as the Gross Settlement Amount, and to separately pay, or cause to be paid, any employer payroll taxes owed on the Wage Portions of the Individual Class Payments. VACCO has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to VACCO.

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

3.2.1 To Plaintiff: A Class Representative Service Payment to the Class Representative of not more than $10,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). VACCO will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments by no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than $420,000.00 (representing one-third of the Gross Settlement Amount), and a Class Counsel Litigation Expenses Payment of not more than $25,000.00. VACCO will not oppose requests for these payments provided that they do

not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment by no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds VACCO harmless and indemnifies VACCO from any dispute or controversy regarding any division or sharing of any of the Class Counsel Fees Payment and Class Counsel Expenses Payment.

3.2.3 To the Administrator: A payment for Settlement Administration Costs not to exceed $10,000.00 except for a showing of good cause and as approved by the Court. To the extent the Settlement Administration Costs are less, or the Court approves payment of less than $10,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for all interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.6 For the Net PAGA Settlement Amount: to the LWDA and PAGA Members in the amount of $50,000.00 to be paid from the Gross Settlement Amount, with 65% allocated to the LWDA PAGA Payment and 35% allocated to the Individual PAGA Payments.

3.2.6.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Member's 35% share of Net PAGA Settlement Amount ($17,500.00) by the total number of PAGA Period Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Period Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and PAGA Member Pay Periods. Based on a review of its records to date, VACCO estimates that there are 317 Class Members who collectively worked a total of 49,512 Workweeks during the Class Period.

4.2 Class Data. No later than fifteen (15) days after the Court grants Preliminary Approval of the Settlement, VACCO will deliver the Class Data to the Administrator in a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. VACCO has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which VACCO must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. The Administrator will provide VACCO with wire transfer information within three (3) business days after the Effective Date. VACCO shall fund, or cause to be funded, the Gross Settlement Amount in by transmitting funds to the Administrator no later than seven (7) business days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within ten (10) days after VACCO funds the Gross Settlement Amount, the Administrator will mail checks for all

Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment, and will retain its Settlement Administration Costs payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members and PAGA Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 120 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all PAGA Members, including Non-Participating Class Members who qualify as PAGA Members (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 Each settlement check mailed to a Participating Class Member shall contain, on the back of the check, a limited endorsement stating that by cashing the check, the individual joins the Fair Labor Standards Act claims in the case and agrees to be bound by the Settlement and release of claims in the case.

4.4.3 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a United States Postal Service ("USPS") forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.4 For any Class Member whose Individual Class Payment check or any PAGA Member whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall distribute the funds represented by such checks equally to Bet Tzedek Legal Services and Public

Counsel, subject to Court approval, as a cy pres award under California Code of Civil Procedure Section 384, subdivision (b).

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

5. **RELEASES OF CLAIMS**. Effective on the dates specified below, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Release by Plaintiff. Upon entry of the Final Approval Order approving the Settlement, Plaintiff and each of his successors, assigns, legatees, heirs, and personal representatives waive, release, forever discharge, and will not pursue any manner of action, cause of action, claim, demand, right, suit, obligation, debt, contract, agreement, promise, liability, or remedy of any nature whatsoever (including without limitation any damages, charges, penalties, losses, costs, expenses, and attorneys' fees), whether in law or in equity, under contract, tort, or any other subject area, or under any statute, rule, regulation, order, or law, whether federal, state, or local, on any grounds whatsoever, arising out of or relating to any acts, facts, omissions, or obligations, whether known or unknown, whether foreseen or unforeseen, fixed or contingent, against the Released Parties. However, this release shall not apply to claims for workers' compensation benefits, unemployment insurance benefits, pension or retirement benefits, or any other claim or right that cannot be waived or released as a matter of law.

In addition, Plaintiff, and each of Plaintiff's successors, assigns, legatees, heirs, and personal representatives, expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

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

Plaintiff agrees that this waiver is an essential and material term of this release and the Settlement that underlies it, and that without such waiver the Settlement would not have been accepted.

5.2 Release by Participating Class Members. Upon entry of the Final Approval Order and Judgment following the Final Approval Hearing and full funding of the Settlement, Plaintiff and all Participating Class Members, and each of their respective successors, assigns, legatees, heirs, and personal representatives release and forever discharge the Released Parties from any and all claims alleged in the

Complaint and/or First Amended Complaint and all claims that reasonably could have been alleged based on the facts and allegations, including wage and hour violations, asserted in the Complaint and/or First Amended Complaint, including any and all claims alleging: failure to pay all overtime wages, minimum wages, statutory sick pay wages and/or at the proper rate, and/or final wages owed; failure to pay vacation wages, failure to reimburse all necessary business expenses; failure to provide meal periods and rest periods, or pay meal period premiums or rest period premiums at the proper rate or in lieu thereof; failure to provide accurate wage statements; failure to keep accurate records; and/or failure to comply with all related obligations under the California Labor Code, the California Industrial Welfare Commission Wage Orders, and Business and Professions Code, including any claims for wages, penalties, interest, attorneys' fees, declaratory or injunctive relief, and restitution. For the avoidance of doubt, the Released Class Claims do not include claims for civil penalties recoverable solely under the California Private Attorneys General Act ("PAGA"), which are released only as set forth in Paragraph 5.3 below.

5.3 Release by PAGA Members. Upon entry of the Final Approval Order and Judgment following the Final Approval Hearing and full funding of the Settlement, Plaintiff and all PAGA Members shall on behalf of themselves and behalf of the LWDA waive, release, and forever discharge the Released Parties from any kind of claim or action for civil penalties under PAGA during the period from September 20, 2023, through July 31, 2025, based on or arising out of the allegations in the PAGA Notice, the Complaint, and/or the First Amended Complaint including, but not limited to, any and all claims under California Labor Code sections 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 227.3, 246, 510, 511, 512, 516, 1174, 1174.4, 1199, 2698 through 2699 *et seq.*, 2800, 2801, 2802, 2803, and 2804, and all relevant applicable California Industrial Welfare Commission Wage Orders. For the avoidance of doubt, this release is limited solely to claims for civil penalties under PAGA and does not release any individual claims or remedies of any PAGA Member, including claims for unpaid wages, damages, restitution, statutory penalties recoverable in an individual capacity, or any other non-PAGA relief, except to the extent such claims are separately released pursuant to Paragraph 5.2 by Participating Class Members.

6. **MOTION FOR PRELIMINARY APPROVAL**. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than forty-five (45) days after the full execution of this Settlement Agreement, or by October 22, 2025; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval order to the Administrator.

6.1 Plaintiff's Responsibilities. At least five (5) court days prior to filing, Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the

Settlement under *Dunk/Kullar* and a request for approval of the PAGA portion of the Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members, and its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), the First Amended Complaint (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) the draft First Amended Complaint.

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

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Settlement Administration Costs. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and

state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after entry of the Preliminary Approval Order, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially similar to the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than five (5) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline by re-mailing the Class Notice.

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

7.5 Requests for Exclusion (Opt-Outs)

7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request

for Exclusion not later than sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

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

7.5.5 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than ten (10) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.6 Challenges to Calculation of Workweeks and PAGA Pay Periods. Each Class Member and/or PAGA Member shall have sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members and/or PAGA Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member and/or PAGA Member in the Class Notice. To dispute the number of Workweeks and/or PAGA Pay Periods with which they have been credited, a Class Member and/or PAGA Member must timely submit a challenge to the Administrator by the response deadline. The challenge may be submitted by U.S. Mail or other delivery service. The submission date is deemed to be, in the case of submission by U.S. Mail or other delivery service, the date the challenge is sent, as evidenced by the postmark or other delivery service date stamp. Class Members and/or PAGA Members who timely submit challenges may produce evidence to the Administrator showing that the Workweek and/or Pay Period information is inaccurate. The Administrator will decide the dispute. VACCO's records will be presumed correct, but the Administrator will evaluate the evidence submitted by the Class Member and/or PAGA Member and will make the final decision as to the merits of the dispute. The Administrator may ask VACCO to produce additional information regarding the dispute for the purpose of resolving the dispute. VACCO will provide such information in its possession within seven (7) business days of the Administrator's request. It is understood and agreed that any decision by the Administrator will not operate to increase the Gross Settlement Amount, nor the amounts VACCO is required to pay. The Administrator's decision of each Class or PAGA Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge.

7.7 Objections to Settlement.

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

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

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

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

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

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

7.8.3 Workweek and/or Pay Period Challenges. The Administrator will decide any Workweek and/or Pay Period challenges. VACCO's records will be presumed correct, but the Administrator will evaluate the evidence submitted by the Class Member and will make the final decision as to the merits of the dispute. The Administrator may ask VACCO to produce additional information regarding the Class Member and/or PAGA Member disputing their credited Workweeks and/or Pay Periods for the purpose of resolving the dispute. VACCO will provide such information in its possession within seven (7) business days of the Administrator's request. It is understood and agreed that any decision by the Administrator will not operate to increase the Gross Settlement Amount, nor the amounts VACCO is required to pay. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.4 Administrator's Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices,

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

7.8.5 Final Report by Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare and submit to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **ESCALATOR CLAUSE.** The Settlement Amount is based on the Parties' estimate that there are 49,512 Workweeks worked by Class Members during the Class Period as of July 31, 2025, including 3,110 Workweeks covered by prior releases. If the total number of Workweeks worked by Class Members during the Class Period exceeds 54,463 (which is 10% more than the estimated Workweeks as of July 31, 2025), then, at Defendant's option, either: (a) the Gross Settlement Amount shall be increased by one percent (1%) for every one percent (1%) by which the total Workweeks exceed the 10% threshold; or (b) the Class Period and PAGA Period shall end on the date the number of Workweeks equals 54,463.

9. **VACCO'S RIGHT TO WITHDRAW.** If more than five percent (5%) of the Class Members timely and validly request exclusion from the Settlement, Defendant shall have the sole and absolute discretion to rescind the Settlement in its entirety by providing written notice to Class Counsel and the Settlement Administrator within ten (10) calendar days after the Settlement Administrator provides the final Opt-Out list to the Parties. In the event Defendant elects to rescind the Settlement pursuant to this provision, the Settlement shall be null and void, the Parties shall be restored to their respective positions as of the date of execution of the Settlement Agreement, and neither the Settlement nor any of its terms shall be admissible in any proceeding.

10. **MOTION FOR FINAL APPROVAL**. Not later than sixteen (16) court days before the scheduled Final Approval Hearing, Plaintiff will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement portion of the Settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel no later than fourteen (14) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

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

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

10.4 Waiver of Right to Appeal. The parties and all Participating Class Members who did not object to the Settlement as provided in this Agreement waive all appeals from the final approval of the Settlement, except that Plaintiff and Class Counsel may appeal from an order by the Court that reduces the amounts sought for the Class Representative Payment or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment. Such an order or affirmance of such an order will not entitle Plaintiff or the Class to avoid the Settlement. VACCO's payment obligation under the Settlement will be suspended pending an appeal of the Judgment.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to attempt to address the appellate court's concerns, sharing, on a 50-50 basis, any additional Settlement Administration Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. ADDITIONAL PROVISIONS.

11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as

an admission by VACCO that any of the allegations in the PAGA Notice, the Complaint or First Amended Complaint have merit or that VACCO has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that VACCO's defenses in the Action have merit. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, VACCO reserves the right to contest certification of any class for any reasons, and VACCO reserves all available defenses to the claims in the Action and First Amended Complaint, and Plaintiff reserves the right to move for class certification on any grounds available and to contest VACCO's defenses. The Settlement Agreement, whether approved or not approved, revoked, or made ineffective for any reason, and any proceedings related to this settlement and any discussions relating thereto shall be inadmissible as evidence of any liability or wrongdoing whatsoever and shall not be offered as evidence of any liability or wrongdoing in any court or other tribunal in any state, territory, or jurisdiction, or in any manner whatsoever. Further, neither the Settlement Agreement, nor any proceedings taken pursuant to it, shall be construed, offered or received in evidence as an admission, concession or presumption that class certification is appropriate, except to the extent necessary for the consummation of the agreement.

11.2 Confidentiality. Plaintiff and Class Counsel each agree that they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Plaintiff and Class Counsel's attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to the extent necessary to report income to appropriate taxing authorities; (3) in response to a court order or subpoena; (4) in response to an inquiry or subpoena issued by a state or federal government agency; or (5) except as required to obtain approval of and administer the Settlement. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff and Class Counsel each agree not to, directly or indirectly, initiate any conversation or other communication with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.4 No Assistance With Litigation. Plaintiff and Plaintiff's Counsel agree to refrain from encouraging, supporting, assisting, or cooperating with any other potential or actual litigation or claim against VACCO, unless required to do so by legal process.

11.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

11.6 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and VACCO, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.7 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement as agreed by the Parties, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

11.8 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

11.9 No Tax Advice. Neither Plaintiff, Class Counsel, VACCO, nor Defense Counsel is providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.10 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

11.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

11.12 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

11.13 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

11.14 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

11.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by VACCO in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff and Class Counsel shall destroy all paper and electronic versions of Class Data received from VACCO unless, prior to the Court's discharge of the Administrator's obligation, VACCO makes a written request to Class Counsel for the return, rather than the destruction of, Class Data.

11.16 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.17 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter:

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

To Plaintiff and the Settlement Class:

Joshua S. Falakassa
josh@falakassalaw.com
FALAKASSA LAW, P.C.
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067

Mehrdad Bokhour
mehrdad@bokhourlaw.com
BOKHOUR LAW GROUP, P.C.
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067

To VACCO:

Mia Farber
Mia.farber@jacksonlewis.com
Trevor R. Witt
Trevor.witt@jacksonlewis.com
JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2800
Los Angeles, California 90017

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

11.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement and the remand of the Action to state court, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, pursuant to California Civil Procedure Code section 583.330, to extend the date to bring a case to trial under California Civil Procedure Code section 583.310 for the entire period of this settlement process.

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7/14/2026

Dated: July ___, 2026

DocuSigned by:
863ED1242CF3455...

Plaintiff Robert Sumner

Dated: July ___, 2026

Defendant Vacco Industries
By:

Approved As to Form:

Dated: July ___, 2026

BOKHOUR LAW GROUP, P.C.

Mehrdad Bokhour
Attorneys for Plaintiff

Dated: July ___, 20265

FALAKASSA LAW, P.C.

Joshua Falakassa
Attorneys for Plaintiff

Dated: July ___, 2026

JACKSON LEWIS, PC

Mia Farber
Trevor R. Witt
Attorneys for Vacco Industries

Dated: July ___, 2026

Plaintiff Robert Sumner

Dated: July 24, 2026

John Feeney
Defendant Vacco Industries
By: General Counsel

Approved As to Form:

Dated: July ___, 2026

BOKHOUR LAW GROUP, P.C.

Mehrdad Bokhour
Attorneys for Plaintiff

Dated: July ___, 20265

FALAKASSA LAW, P.C.

Joshua Falakassa
Attorneys for Plaintiff

Dated: July 27, 2026

JACKSON LEWIS, PC

Mia Farber
Trevor R. Witt
Attorneys for Vacco Industries

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

(*Robert Sumner v. Vacco Industries*, Case No. 24STCV24575)

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

You may be eligible to receive money from a negotiated settlement (the "Settlement") in connection with a disputed class action lawsuit filed against Vacco Industries ("VACCO") for alleged wage and hour violations (*Robert Sumner v. Vacco Industries*, Case No. 24STCV24575) (the "Action"). The Action was filed by a former VACCO employee, Robert Sumner ("Plaintiff") and seeks damages for a class of all current and former non-exempt employees who worked for VACCO in California at any time between September 20, 2020, through July 31, 2025 ("Class Members"); and (2) civil penalties under the California Private Attorney General Act ("PAGA") for all current and former non-exempt employees of VACCO who worked for VACCO in California during the at any time between September 20, 2023, and July 31, 2025 ("PAGA Period") ("PAGA Members").

The proposed Settlement has two main parts: (1) a Class Settlement whereby Class Members may be eligible to receive Individual Class Payments, and (2) a PAGA Settlement, whereby PAGA Members may be eligible to receive Individual PAGA Payments, and the California Labor and Workforce Development Agency ("LWDA") will receive a payment.

Based on VACCO's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $_____(less withholding) and your Individual PAGA Payment is estimated to be $_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to VACCO's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on VACCO's records showing that **you worked ___ Workweeks** (as defined below) during the Class Period, and **you worked_____ Pay Periods** (as defined below) during the PAGA Period. If you believe that you worked more Workweeks or 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 Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires VACCO to make payments under the Settlement and requires Class Members and

PAGA Members to give up their rights to assert certain claims against VACCO.

If you worked for VACCO during the Class 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 the Released Class Claims as described in section 9.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for via mail. 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 VACCO. You cannot opt-out of the PAGA portion of the proposed Settlement, and thus, if you are a PAGA Member, you will remain eligible for an Individual PAGA Payment regardless of whether you opt out of the Class Settlement.

VACCO 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 Released Class Claims (defined below).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is _____**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. VACCO must pay Individual PAGA Payments to all PAGA Members and the PAGA Members 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** _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section **7** of this Notice.
You Can Participate in the_____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by**	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depends on how many Workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to VACCO's records is stated on the first page of this Notice. If you disagree with the calculation of Class Workweeks and/or Pay Periods, you must challenge it by_. See Section **4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former VACCO employee. The Action accuses VACCO of violating California labor laws, asserting claims based on VACCO's alleged: (1) failure to pay overtime wages; (2) failure to provide meal and/or rest periods; (3) failure to pay all sick time; (4) failure to provide accurate itemized wage statements; (5) failure to reimburse necessary business expenses, (6) failure to pay vacation wages; and (7) failure to pay all wages due upon separation of employment. Plaintiff also asserted a violation of California's Unfair Competition Law ("UCL"). Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C. ("Class Counsel.")

VACCO strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether VACCO or Plaintiff is correct on the merits. In the meantime, Plaintiff and VACCO hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an agreement to settle the case rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and VACCO have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree that the proposed Settlement is a compromise of disputed claims. By agreeing to settle, VACCO does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) VACCO 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 PAGA Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. VACCO Will Pay $1,260,000 as the Gross Settlement Amount (Gross Settlement). VACCO has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, VACCO will fund the Gross Settlement after the Effective Date as defined in the Settlement submitted to the Court.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

    A. Up to $420,000 (one third of the Gross Settlement) to Class Counsel for attorneys' fees and up to $25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

    B. Up to $10,000 as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

C. Up to $10,000 to the Administrator for services administering the Settlement.

D. Up to $50,000 for the Net PAGA Settlement, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the PAGA Members based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and VACCO are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. VACCO 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 Plaintiff and VACCO 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, at your own expense, if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be donated to Bet Tzedek Legal Services and Public Counsel, subject to Court approval, as a cy pres award under California Code of Civil Procedure Section 384, subdivision (b)..

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than_____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the_____Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but may preserve any rights to personally pursue wage and hour claims against VACCO.

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 Released PAGA Claims against VACCO.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and VACCO have agreed that, in either case, the Settlement will be void: VACCO will not pay any money and Class Members will not release any claims against VACCO.

8. 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 mail and re-mail settlement checks and tax forms, assist with resolving Class Member challenges over Workweeks and Pay Periods, make the final decision regarding challenges over Workweeks and/or Pay Periods, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. As described below, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement after Final Approval Order and Judgment. 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 VACCO 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:

   > Upon entry of the Final Approval Order and Judgment following the Final Approval Hearing and full funding of the Settlement, Plaintiff and all Participating Class Members, and each of their respective successors, assigns, legatees, heirs, and personal representatives release and forever discharge the Released Parties from any and all claims alleged in the Complaint and/or First Amended Complaint and all claims that reasonably could have been alleged based on the facts and allegations, including wage and hour violations asserted in the Complaint and/or First Amended Complaint, including any and all claims alleging: failure to pay all overtime wages, minimum wages, statutory sick pay wages and/or at the proper rate, and/or final wages owed; failure to reimburse all necessary business expenses; failure to provide meal periods and rest periods, or pay meal period premiums or rest period premiums in lieu thereof; failure to provide accurate wage statements; failure to keep accurate records; and/or failure to comply with all related obligations under

the California Labor Code, the California Industrial Welfare Commission Wage Orders, and the Business and Professions Code, including any claims for wages, penalties, interest, attorneys' fees, declaratory or injunctive relief, and restitution. For the avoidance of doubt, the Released Class Claims do not include claims for civil penalties recoverable solely under the California Private Attorneys General Act ("PAGA"), which are released only as set forth in Paragraph 5.3 below.

10. PAGA Members' PAGA Release. As described below, all PAGA Members will be barred from asserting PAGA claims against VACCO, whether or not they exclude themselves from the Settlement after the Final Approval Order and Judgment. This means that all PAGA Members, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against VACCO or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

    The PAGA Members will be bound by the following release:

    > Upon entry of the Final Approval Order and Judgment following the Final Approval Hearing and full funding of the Settlement, Plaintiff and all PAGA Members shall on behalf of themselves and on behalf of the LWDA waive, release, and forever discharge the Released Parties from any kind of claim or action for civil penalties under PAGA during the period from September 20, 2023 through July 31, 2025, based on or arising out of the allegations in the PAGA Notice, the Complaint, and/or the First Amended Complaint including, but not limited to, any and all claims under California Labor Code sections 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 227.3, 246, 510, 511, 512, 516, 1174, 1174.4, 1199, 2698 through 2699 *et seq.*, 2800, 2801, 2802, 2803, and 2804, and all relevant applicable California Industrial Welfare Commission Wage Orders. For the avoidance of doubt, this release is limited solely to claims for civil penalties under PAGA and does not release any individual claims or remedies of any PAGA Member, including claims for unpaid wages, damages, restitution, statutory penalties recoverable in an individual capacity, or any other non-PAGA relief, except to the extent such claims are separately released pursuant to Paragraph 5.2 by Participating Class Members.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $$17,500.00 by the total number of PAGA Pay Periods worked by all PAGA Members and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Member.

3. 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 VACCO's records, are stated in the first page of this Notice. You have until____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. 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 VACCO's calculation of Workweeks and/or Pay Periods based on VACCO'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 and VACCO will resolve Workweek and/or Pay Period challenges based on your submission. The Administrator's decision will be final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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

2. Non-Participating Class Members. If applicable, the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Robert Sumner v. Vacco Industries*, Case No. 24STCV24575, 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 mail by_____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and VACCO are asking the Court to approve. At least sixteen (16) days before the_____Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Class Representative Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. 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

_____(url)_____or the Court's website_____(url)_____.

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 Class Representative Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections by mail to the Administrator is____**
_____. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Robert Sumner v. Vacco Industries*, Case No. 24STCV24575, and include your name, current address, telephone number, and approximate dates of employment for VACCO and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on_____at _(time)_ in Department 6 of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer, at your own expense, to attend) either personally or virtually via LACourtConnect (https://www.lacourt.org/lacc/. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the

Administrator's website_____beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything VACCO and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to___(specify entity)_____'s website at _____(url)___. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (http://www.lacourt.org/casesummary/ui/index.aspx) and entering the Case Number for the Action, Case No. 24STCV24575. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

Joshua S. Falakassa
josh@falakassalaw.com
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Los Angeles, California 90067

Mehrdad Bokhour
mehrdad@bokhourlaw.com
BOKHOUR LAW GROUP, P.C.
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067
310-975-1493

Settlement Administrator:

[Settlement Administrator Contact Info]

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. 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 “C”

BOKHOUR
LAW GROUP

MEHRDAD BOKHOUR
Attorney at Law

1901 Avenue of the Stars | Suite 450
Los Angeles | California 90067

tel 310 975 1493
fax 310 675 0861

September 20, 2024

SUBMITTED VIA LWDA'S PAGA CLAIM NOTICE ONLINE PORTAL

COPY SENT VIA CERTIFIED MAIL TO:

VACCO INDUSTRIES
10350 VACCO STREET
SOUTH EL MONTE, CA 91733-3399

C/O CSC - LAWYERS INCORPORATING SERVICE
2710 GATEWAY OAKS DRIVE, SUITE 150N
SACRAMENTO, CA 95833

Re: *Robert Sumner v. VACCO Industries*
Notice of Intent to File Suit for California Labor Code § 2698 et seq. Penalties

To Whom It May Concern:

This office and Falakassa Law, P.C. represent Robert Sumner (hereinafter "Mr. Sumner") and a proposed group of current and former non-exempt employees working for VACCO Industries (hereinafter "VACCO") and any of its affiliated, predecessor and merged entities in the State of California for violations of the California Labor Code §§ 201-203, 204, 210, 221, 226(a), 226(e), 226.3, 226.7, 227.3, 246, 510, 512, 516, 1174, 1174.4, 1199, 2802-2804, and all applicable Industrial Welfare Commission Wage Orders ("Wage Order").

This letter shall serve as notification under Labor Code § 2699.3 (hereinafter "PAGA Notice"). The $75 filing fee payable to the California Labor and Workforce Development Agency for the Private Attorneys General Act Notice ("PAGA Notice") was paid online. A copy of this PAGA Notice was submitted electronically to the Department of Industrial Relations.

Mr. Sumner wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of the following group of "aggrieved employees":

> All current and former non-exempt hourly employees who work or worked for VACCO Industries in California during the one year immediately preceding the filing of this PAGA Notice and continuing into the present and ongoing ("aggrieved employees")

mehrdad@bokhourlaw.com
www.bokhourlaw.com

VACCO Industries is a world-class designer and manufacturer of specialty valves, metal filters, and advanced fluid control products. Mr. Sumner was employed by VACCO as a non-exempt employee with the title of "Senior Electrical Engineer Technician" out of El Monte, California beginning on April 12, 2012, until his separation from employment on September 19, 2024. Mr. Sumner and other aggrieved employees (including Assembly Technician, Machinist, Deburrer, Saw Operator, CNC Programmer, Maintenance Mechanic, Senior Electrical Engineer Technician, Calibration Technician, and all other non-exempt positions) were responsible for VACCO's business in California.

At all relevant times, Mr. Sumner and other aggrieved employees regularly worked various shifts, many of which were in excess of 8.0 hours in a workday and 40.0 hours in a workweek. Mr. Sumner alleges that other aggrieved employees were also subjected to the same policies, procedures, practices, working conditions, and corresponding wage and hour violations to which he was subjected during his employment.

First, at all relevant times, Mr. Sumner and other non-exempt employees worked regular shifts that lasted longer than 8.0 hours in a workday and more than 40 hours in a workweek. However, Mr. Sumner and other non-exempt employees were not properly paid at the correct overtime rate for all overtime hours worked due to VACCO's uniform failure to include all forms of compensation/remuneration, including, but not limited to, shift pay, commissions, incentives, non-discretionary bonuses, and all other forms of remuneration in calculating the "regular rate of pay" for purposes of overtime compensation.

Under the California Labor Code (as well as the FLSA), courts have consistently held that regularly paid non-discretionary bonuses (and other forms of pay) must be included in determining an employee's "regular rate of pay" for purposes of calculating overtime. (See *Haber v. The Americana Corp.* 378 F. 2d 854, 855-856 (9th Cir. 1967) [holding that regularly paid efficiency bonuses must be included in calculating the "regular rate"]; *Wang v. Chinese Daily News, Inc*. 435 F. Supp. 2d 1042, 1055-1057 (C.D. Cal. 2006) [granting summary judgment to Plaintiff under California and federal law on the grounds that Defendant improperly calculated overtime by excluding annual bonuses paid to employees from the "regular rate of compensation"]; see *Walling v. Youngerman-Reynolds Hardwood Co*. (1945) 65 S.Ct. 1242, 1245. ("The regular rate by its very nature must reflect all payments which the parties have agreed shall be received regularly during the workweek, exclusive of overtime payments. It is not an arbitrary label chosen by the parties but an actual fact. Once the parties have decided upon the amount of wages and the mode of payment, the determination of the regular rate becomes a matter of mathematical computation, the result of which is unaffected by any designation of a contrary 'regular rate' in the contracts."); see also 29 CFR §§ 778.110 ("production bonus") and 778.111 ("piece-rate").

Labor Code § 510 requires an employer to compensate an employee who works more than eight (8.0) hours in one workday, forty (40.0) hours in a workweek, and for the first eight (8.0) hours worked on the seventh consecutive day, no less than one and one-half times (11/2) the regular rate of pay. In addition, Labor Code § 510 obligates employers to compensate employees

at no less than twice the regular rate of pay when an employee works more than twelve (12.0) hours in a workday or more than eight (8.0) hours on the seventh consecutive day of work. Pursuant to Section 3 of the applicable Wage Orders, non-exempt employees shall not be employed more than eight (8.0) hours in any workday or more than 40.0 hours in any workweek unless the employee receives one and one-half (11/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

By their policy of requiring aggrieved employees to work in excess of eight (8) hours in a workday and/or forty (40.0) hours in a workweek without compensating them at the rate of one-half (11/2) their regular rate of pay, VACCO willfully violated the provisions of Labor Code § 510 and the applicable Wage Orders.

Accordingly, through PAGA and to the extent permitted by law, Mr. Sumner and other aggrieved employees are entitled to recover penalties for violations of Labor Code §§ 204, 210, 510, 1194, 1197.1, 1199 1197.1 under Labor Code § 1197.1, 1199, or Labor Code § 2699(f)(2), and attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Similarly, at all relevant times, VACCO also failed in its obligation to provide Mr. Sumner and other aggrieved employees the legally required paid sick days at the legal rate pursuant to Labor Code §§ 246(a),(b), which requires that "[a]n employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days. . . at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment." Labor Code § 246(l)(1) provides that paid sick time for non-exempt employees must be "calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek."

Additionally, Labor Code § 246(l)(2) states that the paid sick time must be "calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment." Finally, Labor Code §246(i) requires employers to "provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages."

Here, at all relevant times, VACCO failed in its obligation to provide Mr. Sumner and other aggrieved employees the legally required paid sick days at the "regular rate of pay," including all forms of compensation, pursuant to Labor Code §§ 246(a), (b). As such, VACCO paid sick time below his base rate of pay rather than the "regular rate of pay" as required by Labor Code §§ 246(l)(1-2).

Based on the foregoing Labor Code violations, Mr. Sumner seeks all civil and statutory penalties available and applicable under Labor Code § 2699(f)(2), and attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Next, at all relevant times, VACCO utilized a policy and practice through which Mr. Sumner and other aggrieved employees accrued vacation time and/or Paid Time Off ("PTO") hours. However, on the occasions when Mr. Sumner and other aggrieved employees had accrued but unused vacation hours or other PTO upon separation of employment, VACCO failed to pay for these earned wages and, further, failed to pay for vested and unused vacation time and PTO at the "final rate of pay" as required by Labor Code § 227.3.

Based on the foregoing Labor Code violations, Mr. Sumner seeks all civil and statutory penalties available and applicable under Labor Code § 2699(f)(2), and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Moreover, at all relevant times, Mr. Sumner and other aggrieved employees were denied compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to VACCO's uniform meal period policies/practices, operational requirements, and work demands, Mr. Sumner and other aggrieved employees often could not take timely and uninterrupted net 30-minute first meal periods before the end of the fifth hour of work. Further, when Mr. Sumner and other aggrieved employees worked more than 10.0 hours in a shift, they were not always allowed and permitted to take a mandated second meal period before the end of the tenth hour of work in violation of the Labor Code and applicable Wage Orders. Indeed, Mr. Sumner's and other aggrieved employees' meal periods were often interrupted and lasted fewer than 30 minutes due to VACCO's meal period policies/procedures, operational requirements, and work demands.

In addition, for each missed or non-compliant meal period, VACCO failed and continues to fail to maintain a mechanism by which aggrieved employees were paid meal period premiums at the "regular rate of pay" pursuant to *Ferra v. Loews Hollywood Hotel, LLC* and Labor Code § 226.7.

Accordingly, due to VACCO's uniform meal period practices, Mr. Sumner and other aggrieved employees were also regularly denied legally compliant meal periods in violation of Labor Code 226.7, 510, 516, and applicable IWC Wage Orders and are entitled to penalties under Labor Code § 2699(f)(2) and attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Next, at all relevant times, Mr. Sumner and other aggrieved employees were not provided with all 10-minute rest periods for every four hours worked, or a major fraction thereof, due to VACCO's uniform rest period policies/practices, operational requirements, and work demands. As a result, Mr. Sumner and other aggrieved employees were and are often unable to take a net 10-minute duty-free rest period for every major fraction of four hours worked. This includes a second rest period for shifts in excess of six hours and a third rest period for shifts in excess of 10.0 hours in a workday.

By not relieving all non-exempt employees of all duties during rest periods, VACCO failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc*. (2016) 2 Cal. 5th 257, 269 [concluding that "during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time."]. In *Augustus*, the California Supreme Court expressly rejected the employer's assertion that it could provide an on-duty rest period to employees who worked as security guards and further explained: "that employers [must] relinquish any control over how employees spend their break time and relieve their employees of all duties." *Id*. at 273. Each time Mr. Sumner and other aggrieved employees could not take a compliant rest period, VACCO failed and failed to adequately pay rest period premium payments at the "regular rate of pay" as required by Labor Code § 226.7.

Accordingly, due to VACCO's uniform rest period policies/practices and work demands, Mr. Sumner and other aggrieved employees were also regularly denied legally compliant rest breaks in violation of Labor Code §§ 226.7, 512, and applicable Wage Orders and would be entitled to penalties under Labor Code § 2699(f)(2) and attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

As a result of VACCO's failure to pay Mr. Sumner and other aggrieved employees for all overtime, sick pay, and vested vacation wages, and VACCO's failure to pay for meal and rest period premiums at the "regular rate of pay," VACCO issued wage statements which failed to identify the gross wages earned accurately, the total hours worked, the net wages earned, and the correct corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226(a)(1, 2, 5, and 9).

Labor Code § 226.3 provides that "[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial violation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section 226."

Thus, for the violations of Labor Code section 226 described above, Mr. Sumner and other aggrieved employees may also recover Labor Code § 226.3 penalties for VACCO's violations of Labor Code § 226(a). Consequently, because VACCO failed to comply with Labor Code § 226(a), Mr. Sumner and other aggrieved employees would be entitled to recover penalties under Labor Code §§ 226(e) or Labor Code § 2699(f)(2), and attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Furthermore, because VACCO failed to pay all overtime wages, sick pay wages, vested vacation wages, and meal and rest period premiums at the "regular rate of pay," VACCO also failed and continues to fail to pay the aggrieved employees all wages owed at their time of separation from employment in violation of Labor Code §§ 201-203. Thus, aggrieved employees

would be entitled to recover penalties under Labor Code §§ 201-203 or Labor Code § 2699(f)(2) and attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

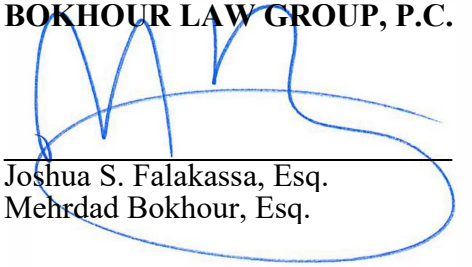
Finally, at all relevant times, VACCO required Mr. Sumner and other aggrieved employees to incur necessary business expenses for work-related purposes but did not reimburse aggrieved employees adequately for these necessary expenditures in violation of Labor Code §§ 2802-2804. Here, VACCO uniformly failed to reimburse aggrieved employees for all necessary costs incurred in discharging their duties. (*See Cochran v. Schwan's Home Service, Inc.,* (2014) 228 Cal.App.4th 1137, 1144 ["[i]f an employee is required to make work-related calls on a personal cell phone, then he or she is incurring an expense for the purposes of section 2802. It does not matter whether the phone bill is paid for by a third person or at all...To show liability under section 2802, an employee needs only to show that he or she was required to use a personal cell phone to make work-related calls, and he or she was not reimbursed"].) Accordingly, due to VACCO's uniform failure to adequately reimburse for necessary business expenditures in violation of Labor Code §§ 2800-2802 and applicable Wage Orders, Mr. Sumner and other aggrieved employees would be entitled to civil penalties under Labor Code § 2699(f)(2), and attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Pursuant to Labor Code § 2699.3(a)(2)(A), please advise within sixty-five (65) calendar days of the date of this notice whether your office intends to investigate the violations alleged herein above. We understand that if we do not receive a response from your office within sixty-five (65) calendar days of this PAGA Notice, Mr. Sumner may thereafter pursue his interests and the interests of similarly aggrieved employees with a civil complaint against VACCO for its violations of the California Labor Code and applicable Wage Orders.

While we intend to pursue a PAGA representative and/or Class Action lawsuit against VACCO for unpaid wages and civil penalties under Labor Code § 2699, our firms' policy is to attempt to negotiate an early resolution of all matters where possible and beneficial to all aggrieved employees and the State of California. If VACCO is interested in resolving this matter, don't hesitate to contact me or have your lawyer contact our office to discuss an informal discovery plan and the possibility of early mediation on or before **November 19, 2024**.

Respectfully submitted,

FALAKASSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.



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