**BOKHOUR LAW GROUP, P.C.**
Mehrdad Bokhour, Esq. (CA Bar No. 285256)
*mehrdad@bokhourlaw.com*
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

**FALAKASSA LAW, P.C.**
Joshua S. Falakassa, Esq. (CA Bar No. 295045)
*josh@falakassalaw.com*
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067
Tel: (818) 456-6168; Fax: (888) 505-0868

Attorneys for Plaintiff and the Putative Class

**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 California Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 24STCV24575

Assigned to the Hon. Elihu M. Berle

**DECLARATION OF KEVIN LEE ON BEHALF OF PHOENIX SETTLEMENT ADMINISTRATORS REGARDING NOTICE AND SETTLEMENT ADMINISTRATION**

**HEARING INFO**
Date: August 24, 2026
Time: 11:00 a.m.
Dept.: 6

**DECLARATION OF KEVIN LEE**

I, Kevin Lee, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators ("Phoenix"), the Court-appointed Class Action Settlement Administrator for *Robert Sumner v. Vacco Industries* (the "Action"). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the *Class Action and PAGA Settlement Agreement* ("Settlement Agreement" or "Settlement") for this matter, Phoenix was responsible for: (i) preparing, translating, printing, and mailing the *Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval* ("Class Notice"); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from September 20, 2020 to July 31, 2025 ("Class Period") and the number of pay periods each Aggrieved Employee worked during the time period from September 20, 2023, to July 31, 2025 ("PAGA Period"); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement ("Requests for Exclusion"), written objections to the Class Settlement ("Objections"), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the Class Representative Service Payment to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On September 23, 2026, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and workweeks for each

Class Member ("Class Data") during the Class Period. The final mailing list contained three hundred thirty-eight (338) individuals identified as Class Members.

4. On September 25, 2026, Phoenix conducted a National Change of Address ("NCOA") search in an attempt to update the Class Data of addresses as accurately as possible. A search of this database provides updated addresses for any individual who moved in the previous four (4) years and notified the U.S. Postal Service of the change.

5. On September 28, 2026, Phoenix mailed the Class Notice via U.S. first-class mail, in English, to all three hundred thirty-eight (338) Class Members on the Class Data. A true and correct copy of the mailed Class Notice is attached hereto as **Exhibit A**.

6. As of the date of this declaration, zero (0) Class Notices have been returned to Phoenix.

7. As of the date of this declaration, Phoenix has received zero (0) Requests for Exclusion from Class Members. The deadline to request exclusion from the Class Settlement is November 30, 2026.

8. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection from Class Members. The deadline for objecting to the Class Settlement is November 30, 2026.

9. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes from Class Members. The deadline for submitting a dispute is November 30, 2026.

10. As of the date of this declaration, Phoenix has received no Requests for Exclusion. Accordingly, all three hundred thirty-eight (338) identified Class Members remain eligible to participate in the Settlement, subject to any timely and valid Requests for Exclusion received by the November 30, 2026 deadline. Based on the Class Data provided by Defendant, the Class Members worked a collective total of fifty-two thousand three hundred fifty-eight (52,358) Workweeks during the Class Period. Each Workweek is currently valued at approximately $14.41, subject to adjustment based on any timely exclusions or disputes.

11. The Escalator Clause of the Settlement Agreement indicates if the actual Workweeks exceed 10% or fifty-nine thousand nine hundred and nine (59,909), the Gross Settlement Amount

shall be increased pro-rata for everyone over such cap or the Class Period and PAGA Period shall end on the date the workweeks equals fifty-four thousand four hundred sixty-three (54,463). The total number of Workweeks was fifty-two thousand three hundred fifty-eight (52,358). Since the total number of Workweeks does not exceed 59,909, the Escalator Clause was not triggered.

12. The Net Settlement Amount of $754,544.97 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel Fees Payment ($420,000.00), and Class Counsel Litigation Expenses Payment ($17,645.03), requested Class Representative Service Payment to Plaintiff Sumner ($10,000.00), the PAGA Amount ($50,000.00), and the requested Settlement Administration Costs ($7,810.00) from the Gross Settlement Amount ($1,260,000.00).

13. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Share to be paid is approximately $3,718.11, the lowest Individual Settlement Share to be paid is approximately $28.82, while the average Individual Settlement Share to be paid is approximately $2,232.38. Settlement Class Members will be issued payment of their Individual Settlement Shares subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual Settlement Payment"). These calculations are preliminary and subject to adjustment based on any timely Requests for Exclusion or Workweek disputes received before the November 30, 2026 deadline.

14. Additionally, $50,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 65%, or $32,500.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 35%, or $17,500.00, of which shall be paid to all current and former hourly non-exempt individuals who are or were employed by Defendant during the PAGA Period. There are two hundred forty-eight (248) Aggrieved Employees who worked a total of nine thousand eight hundred twenty-seven (9,827) pay periods during the PAGA Period. The highest Individual PAGA Payment to be paid is

approximately $89.04, the lowest Individual PAGA Payment to be paid is approximately $1.78, and the average Individual PAGA Payment to be paid is approximately $70.56.

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

16. Phoenix's costs associated with the administration of this matter are $7,810.00. This includes all costs incurred to date and estimated costs to complete the settlement distribution. A true and correct copy of Phoenix's invoice is attached hereto as **Exhibit B**.

17. Because the deadline for Class Members to submit Requests for Exclusion, Objections, and Workweek disputes is November 30, 2026, Phoenix will provide a supplemental declaration following the expiration of that deadline setting forth the final number of participating Settlement Class Members, Requests for Exclusion, Objections, Workweek disputes, and any resulting adjustments to the settlement calculations.

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

Executed on October 28, 2026, at Orange, California.



KEVIN LEE

# 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 «ESA_Before_Paga» (less withholding) and your Individual PAGA Payment is estimated to be «PAGA_Amount». The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to 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 «Total_Weeks» Workweeks (as defined below) during the Class Period, and you worked «PAGA_Pay_Periods» 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<br><br>The Opt-out Deadline is November 30, 2026 | 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.<br><br>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<br><br>Written Objections Must be Submitted by November 30, 2026 | 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 December 29, 2026 Final Approval Hearing | The Court's Final Approval Hearing is scheduled to take place on December 29, 2026 at 9:00 a.m. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice. |
| You Can Challenge the Calculation of Your Workweeks/Pay Periods<br><br>Written Challenges Must be Submitted by November 30, 2026 | 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 November 30, 2026. 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 November 30, 2026, 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 November 30, 2026 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 November 30, 2026, 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 December 29, 2026 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 sumner-v-vacco.phoenixcases.com or the Court's website https://www.lacourt.ca.gov/pages/lp/access-a-case.

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 November 30, 2026. 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 December 29, 2026 at 9:00 a.m. 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 sumner-v-vacco.phoenixcases.com beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

**9.** HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything 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 Phoenix Settlement Administrator's website at sumner-v-vacco.phoenixcases.com. 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
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
310-975-1493

Settlement Administrator:

***Sumner v. Vacco Industries***
P.O. Box 7208
Orange, CA 92867
Toll-Free: (800) 523-5773
Facsimile: (949) 209-2503

**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.

**11.** WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

# Exhibit B

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

| CASE ASSUMPTIONS | |
|---|---|
| Class Members | 338 |
| Opt Out Rate | 0% |
| Opt Outs Received | 0 |
| Total Class Claimants | 338 |
| Subtotal Admin Only | **$7,810.00** |
| **TOTAL COSTS** | **$7,810.00** |
| **Fixed Fee** | |

**October 28, 2026**

## Case: Sumner v. Vacco Industries

### Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

| Administrative Tasks: | Rate | Hours/Units | Line Item Estimate |
|---|---|---|---|
| Programming Manager | $100.00 | 3 | $300.00 |
| Programming Database & Setup | $100.00 | 3 | $300.00 |
| Toll Free Setup* | $140.00 | 1 | $140.00 |
| Call Center & Long Distance | $2.00 | 34 | $67.60 |
| NCOA (USPS) | $0.15 | 338 | $50.70 |
| | | **Total** | **$858.30** |

### Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage /Translation

| Project Action | Rate | Hours/Units | Line Item Estimate |
|---|---|---|---|
| Notice Packet Formatting | $105.00 | 3 | $315.00 |
| Data Merge & Duplication Scrub | $0.25 | 338 | $84.50 |
| Notice Packet & Opt-Out Form | $1.50 | 338 | $507.00 |
| Postage (up to 1 oz.) | $0.90 | 338 | $304.20 |
| | | **Total** | **$1,210.70** |

### Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

| Project Action: | Rate | Hours/Units | Line Item Estimate |
|---|---|---|---|
| Case Associate | $55.00 | 1 | $55.00 |
| Skip Tracing Undeliverables | $1.00 | 10 | $10.00 |
| Remail Notice Packets | $1.50 | 10 | $15.00 |
| Estimated Postage | $0.90 | 10 | $9.00 |
| Programing Undeliverables | $50.00 | 1 | $50.00 |
| | | **Total** | **$139.00** |

### Database Programming / Processing Opt-Outs, Deficiencies or Disputes

| Project Action: | Rate | Hours/Units | Line Item Estimate |
|---|---|---|---|
| Programming Claims Database | $125.00 | 2 | $250.00 |
| Non Opt-Out Processing | $200.00 | 2 | $400.00 |
| Case Associate | $55.00 | 2 | $110.00 |
| Opt-Outs/Deficiency/Dispute Letters | $5.00 | 0 | $0.00 |
| Case Manager | $85.00 | 2 | $170.00 |
| | | **Total** | **$930.00** |

## Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

| Project Action: | Rate | Hours/Units | Line Item Estimate |
|---|---|---|---|
| Programming Calculations | $125.00 | 2 | $250.00 |
| Disbursement Review | $125.00 | 2 | $250.00 |
| Programming Manager | $95.00 | 2 | $190.00 |
| QSF Fees, Bank Account & EIN | $75.00 | 3 | $225.00 |
| Check Run Setup & Printing | $100.00 | 3 | $300.00 |
| Mail Class Checks, W2 and 1099 * | $1.00 | 338 | $338.00 |
| Estimated Postage Checks, W2 and 1099 | $0.50 | 338 | $169.00 |
| | | **Total** | **$1,722.00** |

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

## Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations

| Project Action: | Rate | Hours/Units | Line Item Estimate |
|---|---|---|---|
| Case Supervisor | $100.00 | 3 | $300.00 |
| Remail Undeliverable Checks (Postage Included) | $1.50 | 40 | $60.00 |
| Case Associate | $55.00 | 2 | $110.00 |
| Reconcile Uncashed Checks | $85.00 | 3 | $255.00 |
| Conclusion Reports | $115.00 | 2 | $230.00 |
| Case Manager Conclusion | $85.00 | 2 | $170.00 |
| Final Reporting & Declarations | $115.00 | 1 | $115.00 |
| Unchashed Check Notice Postcard (Postage Included) | $1.50 | 40 | $60.00 |
| Uncashed Check QSF Tax Filing | $150.00 | 3 | $450.00 |
| IRS & QSF Annual Tax Reporting * (State Tax Reporting Included) | $1,200.00 | 1 | $1,200.00 |
| | | **Total** | **$2,950.00** |

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

**Total: $7,810.00**