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**ILG Legal Office, P.C.**
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Attorneys for Defendant Ace Plumbing & Rooter, Inc.

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

| | |
|---|---|
| KYLE KELLUM, on behalf of himself and all others similarly situated,<br><br>Plaintiff,<br>vs.<br><br>ACE PLUMBING & ROOTER INC., a California Corporation; and DOES 1 through 100, inclusive,<br><br>Defendants. | Case No. CGC-24-617510<br><br>**AMENDED JOINT STIPULATION OF SETTLEMENT AND RELEASE**<br><br>Complaint Filed: August 26, 2024 |

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**AMENDED STIPULATION OF SETTLEMENT AND RELEASE**

This Amended Stipulation of Class and PAGA Representative Action Settlement and Release (the "Amended Settlement Agreement" or "Amended Settlement") is made and entered into by and between the following parties: Plaintiff KYLE KELLUM ("Plaintiff"), individually and on behalf of the Settlement Class (defined below) and Defendant ACE PLUMBING & ROOTER INC. ("Defendant" or "Ace Plumbing") (collectively, the "Parties").

This case having come before Hon. Mitchel R. Goldberg (Ret.) Of Judicate West for a second mediation, and the parties in *Kellum v. Ace Plumbing & Rooter Inc*., Case No. CGC-24-617510 (the "Action") having conferred, it is hereby stipulated that this matter is deemed settled pursuant to the following terms and conditions:

**DEAL TERMS OF THE CLASS SETTLEMENT**

1. "Class Member" means a single member of the Settlement Class. "Settlement Class" means all non-exempt employees who worked for Ace Plumbing in California at any time during the Class Period.

2. "Class Period" means August 26, 2020 until June 30, 2025.

3. "Complaint" refers to the operative First Amended Complaint in the Action, filed on October 31, 2024.

4. "Court" refers to the Superior Court of California, County of San Francisco.

5. "Effective Date" means the day after both of the following have occurred: (i) final approval of the settlement is granted by the Court and Judgment is entered thereon, and (ii) Judgment approving the settlement becomes Final. "Final" shall mean, as applicable: (i) if there is an appeal of the Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court, or (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed without material modification pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

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6. "PAGA Members" means all Class Members who worked for Ace Plumbing in California at any time during the PAGA Period.

7. "PAGA Period" means the time from August 26, 2023 to the end of the Class Period. "PAGA Member" means a single, non-exempt employee who worked for Ace Plumbing in California during the PAGA Period.

8. "Released Class Claims" means any and all causes of action, claims, rights, damages, and penalties under California law that were alleged in the Complaint, or that could have been alleged based on the facts alleged in the Complaint, including but not limited to: (a) any alleged failure by Ace Plumbing (1) to pay at least the minimum wage for all hours worked, (2) to pay all overtime wages owed, (3) to authorize and permit rest periods or pay rest period premiums, (4) to issue accurate itemized wage statements, or (5) to timely pay all final wages; (b) any claim for unfair business practices based on the alleged failures set forth in (a)(1) through (5) above; and (c) any violation of the California Labor Code arising from or relating to the conduct alleged in (a)(1) through (5) above, including, without limitation, violation of California Labor Code sections 201-204, 226, 226.2, 226.7, 510, 516, 1182.12, 1194, 1194.2, or any other applicable state statute, rule and/or regulation (e.g., Wage Order), arising from Class Members' employment with Ace Plumbing during the Class Period.

9. "Released PAGA Claims" means any right or claim for civil penalties or other relief pursuant to the PAGA arising under the California Labor Code or Wage Orders based on the allegations set forth in the PAGA notice letter submitted by Plaintiff to the California Labor & Workforce Development Agency ("LWDA"), including but not limited to civil penalties and other PAGA relief based on the alleged violations set forth in (a)(1) through (a)(5) in the immediately preceding paragraph, arising from PAGA Members' employment with Ace Plumbing during the PAGA Period.

10. "Released Parties" means Ace Plumbing and its directors, officers, members, parents, and subsidiaries.

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11. "Settlement Administrator" means Phoenix Class Action Administration Solutions ("Phoenix").

12. The Parties have agreed to a Mediator's Proposal proposed by Hon. Mitchel R. Goldberg (Ret.). The Mediator's Proposal included the following terms which are hereby incorporated as the terms of this Settlement Agreement: The "Gross Settlement Amount" will be $576,000.00, paid in continuous quarterly installment deposits beginning on July 1, 2025. The amount of the quarterly installment deposits will be calculated based on the following: during Year 1, $15,000.00 per month (i.e., $45,000 per quarter); during Year 2, $16,000.00 per month (i.e., $48,000 per quarter); and during Year 3, $17,000 per month (i.e., $51,000 per quarter). "Year 1" will begin July 1, 2025. The sum of Defendant's installment deposits owed for Years 1 and 2 is $372,000 (i.e. $180,000 for Year 1 and $192,000 for Year 2), which shall be deposited in full with the Settlement Administrator no later than June 30, 2027. The sum of Defendant's installment deposits owed for Year 3 is $204,000, which shall be deposited in full with the Settlement Administrator no later than June 30, 2028. Defendant will pay the Gross Settlement Amount in the aggregate to resolve this Action, on a non-reversionary basis.

13. The Net Settlement Amount (defined below) will be distributed among all Class Members who do not opt out, i.e., "Participating Class Members," proportionally based on their relative share of the overall workweeks worked. Specifically, to determine the payment from the Net Settlement Amount for each Participating Class Member, the Net Settlement Amount will be multiplied by a fraction, the numerator of which is the Participating Class Member's number of workweeks worked during the Class Period, and the denominator of which is the number of workweeks worked by all Participating Class Members during the Class Period.

14. Similarly, 35% of the amount set aside as PAGA penalties (i.e., the "PAGA Amount") will be distributed among all PAGA Members proportionally based on their relative share of the overall workweeks worked during the PAGA Period. Any payment from the PAGA Amount will be paid to Class Members together with their payment from the NSA. While Class Members may opt-out of the class portion of the Settlement, PAGA Members may not opt-out of the PAGA portion of the Settlement, including the PAGA Released Claims.

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15. Settlement payments to Class Members, called "Settlement Awards," shall include each Class Member's payment from the NSA and payment, if any, from the PAGA Amount.

16. The Gross Settlement Amount is all-inclusive, and Defendant shall not be required to pay any additional amounts, except for employer-side taxes, which shall be paid by Defendant separate from the Gross Settlement Amount.

a. The following costs will be allocated from the Gross Settlement Amount: (1) attorney fees and costs (Defendant will not oppose Class Counsel's request for attorney fees amounting to approximately 33 1/3% of the Gross Settlement Amount, or $192,000, and reasonable costs not to exceed $20,000); (2) settlement administration fees not to exceed $13,000; (3) an incentive award to Plaintiff, as class representative for $7,500; and (4) $40,000 for penalties under California Labor Code §§ 2699, et seq. ("PAGA") (65% or $26,000.00 will go to the California Labor & Workforce Development Agency ("LWDA") and 35% or $14,000.00 will go to PAGA Members as the "PAGA Amount".) Any deductions from the above allocations will be deposited into the Settlement Fund Account and will be included in the Net Settlement Amount for distribution to the Settlement Class.

b. The "Net Settlement Amount" will equal the net amount available for payment of claims to Class Members after deducting the above-referenced amounts from the Gross Settlement Amount. For example, if the Court approves $192,000 in attorney fees, $20,000 in costs, $13,000 in settlement administration fees, a $7,500 in incentive award, and a $40,000.00 allocation for PAGA penalties (of which $26,000.00 is to be submitted to the LWDA), the Net Settlement Amount will be $303,500 ($576,000.00 - $192,000 - $20,000 - $13,000 - $7,500 - $40,000 = $303,500).

c. For tax allocation purposes, Settlement Payments (consisting of payments from the Net Settlement Amount and the PAGA Amount) will be classified as follows: for payments from the PAGA Amount, 100% penalties; for payments from the Net Settlement Amount, 20% wages and 80% penalties and interest.

Class Members will have 60 calendar days from the date the Notice Packet is first mailed to Opt-Out of the Class, or Object. Procedure for Opting Out of the Class. This deadline shall be known as the "Response Deadline."

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17. Class Members who wish to exclude themselves from the Class must mail or email the Settlement Administrator a signed and dated Request for Exclusion, which shall be a document prepared by the Class Member and which shall contain the Class Member's name, address, telephone number, last four digits of the Class Member's social security number, and email address, as well as a statement that the Class Member wishes to opt out of the Settlement. In order to be valid, any Request for Exclusion must contain the above information and must be emailed or mailed by U.S. mail and postmarked on or before the Response Deadline.

18. If a Class Member wishes to dispute the number of workweeks that he or she worked during the Class Period, The Workweek Dispute Form (Exhibit B to the Settlement Agreement) must be submitted to the Settlement Administrator by email or mailed by U.S. mail and postmarked by the Response Deadline, and must be accompanied by any evidence the Class Member wishes to present to support his or her dispute. The Settlement Administrator shall decide the dispute. Defendant's records will be presumed correct, but the Settlement Administrator will evaluate the evidence submitted by the Class Member and will make the final decision on the merits of the dispute. The Settlement Administrator may ask Defendant to produce the personnel and payroll files of the Class Member disputing his or her credited workweeks in order for the Settlement Administrator to resolve the dispute. Defendant shall strive to provide such information within 5 business days of the Settlement Administrator's request. The Settlement Administrator shall inform the challenging Class Member of its final determination of the workweek dispute.

19. Any Settlement Check paid to Participating Class Members and Aggrieved Employees will remain valid and negotiable for 180 days from their issuance, after which it will become stale ("Check Stale Date"). At least sixty (60) days prior to the Check Stale Date, the Settlement Administrator shall email or mail a reminder postcard to Participating Settlement Class Members and Aggrieved Employees that have yet to cash their Settlement Check, stating to the effect that their uncashed Settlement Check will be distributed to the designated *cy pres* – Legal Aid at Work – if not cashed by the Check Stale Date. If a Participating Class Member and Aggrieved Employees does not cash their Settlement Check by the Check Stale Date, said check

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will be distributed in accordance with California Code of Civil Procedure § 384(b).

Procedure for Objecting to Settlement

20. Any Class Member who seeks to object to the settlement may do so by submitting a written objection by email or mail to the Settlement Administrator and/or by appearing at the Final Approval Hearing and objecting orally. Any written objection must be emailed or mailed to the Settlement Administrator and postmarked by the Response Deadline. Any written objection must include any written arguments or evidence that the objecting Class Member wishes to present to the Court, and it must include the contact information for any attorney purporting to represent the objecting Class Member. Plaintiff and/or Defendant may respond in writing to any written objections prior to the Final Approval Hearing, as well as orally at the Final Approval Hearing.

Payment Schedule of Settlement Proceeds

21. The Gross Settlement Amount will be distributed by the Settlement Administrator in two (2) distributions. The **first distribution** will made within ten (10) business days after the Effective Date. The **second distribution** will be made by the Settlement Administrator within ten (10) business days after Defendant deposits the full amount of the Year 3 quarterly installment deposits (i.e. $204,000). The distributions shall be made as follows:

a. **First Distribution:** Assuming all attorneys' fees, litigation costs, the incentive award, settlement administration fees, and the PAGA allocation are approved in the amount set forth in the Settlement Agreement, the First Distribution will be distributed as follows: (a) $303,500 to Participating Settlement Class Members, less applicable taxes and withholdings; (b) $14,000 to Aggrieved Employees; (c) $26,000 to the LWDA for PAGA civil penalties; $7,500 to Plaintiff for Plaintiff's Incentive Award; and Settlement Administration costs not to exceed $13,000 (totaling $364,000).

b. **Second Distribution**: Assuming all attorneys' fees, litigation costs, the incentive award, settlement administration fees, and the PAGA allocation are approved in the amount set forth in the Settlement Agreement: (a) one-third of the Gross Settlement Amount for attorneys' fees (currently estimated at $192,000) and (b) Class Counsel's litigation costs not to exceed $20,000 (totaling $212,000).

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22. If any of the payment deadlines under this Settlement Agreement falls on a weekend or holiday, such payments will be due on the next business day following the deadline.

23. Class members shall receive their Settlement Award with the First Distribution.

24. Any employer-side taxes due on the amounts designated as "wages" shall be factored into payments calculated by the Settlement Administrator prior to distribution. When the Settlement Administrator mails payments to Class Members, it shall simultaneously pay all applicable withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant's counsel, utilizing Settlement funds to pay the non-wages and wages prescribed herein as well as the employer-side taxes on any wage portions.

Uncashed Settlement Checks

25. 180 days after the settlement payments are issued to Participating Class Members and Aggrieved Employees, the Settlement Administrator will provide the Parties with a report of uncashed Settlement Checks. Within 20 days of the expiration date of the checks, the Claims Administrator will pay the sum of uncashed checks to the *cy pres* approved by the Court. The parties agree to propose Legal Aid at Work.

Incentive Award

26. Defendant will not object to an incentive award of $7,500 to Plaintiff. Defendant will not be obligated to pay any incentive awards in the Action above this amount. The Incentive Award will be considered miscellaneous income. The Settlement Administrator will issue a Form 1099, and any other tax forms, to Plaintiff relating to this award. The Incentive Award will be determined by the Court. As additional consideration for this Incentive Award, Plaintiff agrees to a general release of all claims against Defendant. Plaintiff is releasing all rights under section 1542 of the California Civil Code. Section 1542 provides as follows:

> 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.

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PAGA Penalties

27. The Parties agree to allocate $40,000.00 of the Gross Settlement Amount to the resolution of all claims for penalties under PAGA. Under Labor Code § 2699(m), 65% of that amount will be paid to the LWDA ($26,000.00). The other 35% ($14,000) will remain part of the settlement funds and will be paid to Aggrieved Employees.

Releases

28. Upon the Effective Date occurring and the Gross Settlement Amount being fully funded by Defendant, all Participating Class Members, including Plaintiff, will be deemed to have released the Released Class Claims against the Released Parties, and all PAGA Members will be deemed to have released the Released PAGA Claims against the Released Parties.

Settlement Administration and Administrator Duties

29. Within a reasonable period of time after this Settlement Agreement is fully executed, Plaintiff shall file a motion for preliminary approval with the Court.

30. Within ten (10) business days of preliminary approval, Defendant shall provide the Settlement Administrator with a "Class List" containing each Class Member's name, last known address, last known email address(es), social security number, number of workweeks worked during the Class Period and number of workweeks worked during the PAGA Period or will provide a roster of employees with dates of employment so the Settlement Administrator can calculate the workweeks for each individual.

31. Within ten (10) business days of receiving the Class List, the Settlement Administrator shall (i) run the names of all Class Members through the National Change of Address ("NCOA") database to determine any updated addresses for Class Members; (ii) update the address of any Class Member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member, and provide Class Counsel and Defense Counsel with its calculations for their approval; (iv) provide Class Counsel and Defense Counsel with formatted versions of the Notice Packets (comprised of the Class Notice, and the Workweek Dispute and Notice of Estimated Settlement Award Form, attached as **Exhibits A and B** hereto) to be mailed and emailed, if available, to Settlement Class

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members; and (v) after receiving approval from all counsel, mail and email, if available, a Notice Packet to each Settlement Class member at his or her last known email address and mailing address or at the updated address found through the NCOA search, and retain proof of mailing.

32. The Settlement Administrator will provide counsel for the Parties with weekly updates regarding the number of Requests for Exclusion, objections, and disputes received. The Settlement Administrator will also provide copies of any objections or disputes received within three (3) business days of receipt. The Parties shall submit any objections received to the Court. The Parties and their counsel agree not to take any action to encourage any Settlement Class member to request exclusion from, or opt out of, the Settlement.

33. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-mailed to the forwarding mailing address affixed thereto. If no forwarding mailing address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within three (3) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall re-send the Notice Packet to the Class Member within two (2) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. Class Members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline, whichever is later, to submit a Request for Exclusion, Objection, or dispute, as applicable. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline, if applicable. If a Class Member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet need not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defense Counsel to provide notice of the Settlement.

34. Following preliminary approval and the dissemination of notice to all eligible Class Members, Plaintiff will file a motion for final approval of the Settlement pursuant to the schedule set by the Court in its order granting preliminary approval, which will include Plaintiff's

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request for final approval of the amounts for attorneys' fees, litigation costs, administration costs, incentive award, and PAGA penalties as provided herein, and will ask the Court to enter judgment on this Settlement pursuant to California Rule of Court 3.769.

Additional Terms

35. *Continuing Jurisdiction*. Except as otherwise specifically provided for herein, the Court shall retain jurisdiction to construe, interpret and enforce this Settlement, to supervise all notices, the administration of the Settlement, and to hear and adjudicate any dispute arising from or related to the Settlement. The Parties agree that the Court has jurisdiction over the Settlement pursuant to California Code of Civil Procedure, Section 664.6 and Cal. Rule of Court 3.769. If either Party brings a motion or action to enforce the Settlement Agreement and prevails on said motion or action, the prevailing party in such action or motion shall be entitled to its reasonable attorneys' fees and costs in bringing the action or motion.

36. *Waiver and Amendment*. The Parties may not waive, amend, or modify any provision of this Settlement except by a written agreement signed by counsel for all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement will not constitute a waiver of any other provision.

37. *Notices*. All notices, demands, and other communications to be provided concerning this Settlement shall be in writing and delivered by receipted delivery and/or by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Stephen Ilg, Ilg Legal Office, P.C., 156 South Spruce Avenue, Ste 206A, South San Francisco, CA 94080; silg@ilglegal.com

if to Plaintiff: Tuvia Korobkin, Marquee Law Group APC, 9100 Wilshire Blvd., Suite 445 East, Beverly Hills, CA 90212; tuvia@marqueelaw.com

38. *Entire Agreement.* This Settlement contains the entire agreement among the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

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39. *Counterparts.* This Settlement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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

**IT IS SO STIPULATED.**

Dated: 10/2/26

PLAINTIFF/CLASS REPRESENTATIVE

DocuSigned by:
10903E61A4BE4EB...

KYLE KELLUM

Dated:

DEFENDANT

Jonathan Millington, CEO

ACE PLUMBING & ROOTER INC., a California Corporation

**APPROVED AS TO FORM.**

Dated: 10/2/26

MARQUEE LAW GROUP, APC

Neil Larsen

TUVIA KOROBKIN
NEIL M. LARSEN
Attorneys for Plaintiffs

Dated:

ILG LEGAL OFFICE, P.C.

STEPHEN NOEL ILG
NICOLAS JUPILLAT
Attorneys for Defendant

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39. *Counterparts.* This Settlement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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

**IT IS SO STIPULATED.**

Dated:

PLAINTIFF/CLASS REPRESENTATIVE

KYLE KELLUM

Dated: 10 / 05 / 2026

DEFENDANT

Jonathan Millington, CEO

ACE PLUMBING & ROOTER INC., a California Corporation

**APPROVED AS TO FORM.**

Dated:

MARQUEE LAW GROUP, APC

TUVIA KOROBKIN
NEIL M. LARSEN
Attorneys for Plaintiffs

Dated: 10 / 05 / 2026

ILG LEGAL OFFICE, P.C.

STEPHEN NOEL ILG
NICOLAS JUPILLAT
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# EXHIBIT A

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

*Kellum v. Ace Plumbing & Rooter Inc.,*
*Superior Court of California, County of San Francisco,* Case No. CGC-24-617510

**As a current or former non-exempt employee of Ace Plumbing & Rooter Inc. in California, you may be entitled to receive money from a class action settlement.**

<<Name>>
<<Address1>>
<<Address2>>
<<City>>, <<State>> <<Zip Code>>

Please provide current address (if different) here:
_____
_____
_____
_____

*The Superior Court of California, County of San Francisco has authorized this Class Notice. This is not a solicitation from a lawyer.*

**You may be eligible to receive money** from an employee Class Action and PAGA Representative Action lawsuit ("Lawsuit") against Ace Plumbing & Rooter, Inc. ("Defendant" or "Ace Plumbing") for alleged wage and hour violations. The Lawsuit was filed by Plaintiff Kyle Kellum ("Plaintiff") and seeks payment of (1) unpaid overtime wages; (2) unpaid minimum wages; (3) rest period premium wages; (4) waiting time penalties; and (5) wage statement penalties for all non-exempt employees ("Class Members") who worked for Ace Plumbing in California during the Class Period (August 26, 2020 until June 30, 2025); and (2) civil penalties under the California Private Attorneys' General Act ("PAGA") for all non-exempt employees who worked for Ace Plumbing in California during the PAGA Period (August 26, 2023 until June 30, 2025) ("Aggrieved Employees").

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

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

The above estimates are based on Ace Plumbing's records showing that **you worked XXXX workweeks** during the Class Period and **you worked XXXX pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either respective period, you can submit a challenge by the deadline date. *See* Section 5 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 Ace Plumbing to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Ace Plumbing.

If you worked for Ace Plumbing during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment (if you worked for Ace Plumbing during the PAGA Period). As a Participating Class Member, though, you will release the Released Class Claims against Ace Plumbing.
(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by emailing or mailing a written Request for Exclusion to the Settlement Administrator in writing. If you opt-out of the Settlement, you **will not** receive an Individual Class Payment, but you will preserve your right to personally pursue Class Period wage claims against Ace Plumbing. If you worked for Ace Plumbing during the PAGA Period, you cannot opt-out of the PAGA Settlement and will release the Released PAGA Claims against Ace Plumbing.

## PLEASE READ THIS ENTIRE CLASS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED BY IT.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | |
|---|---|
| DO NOTHING | If you do nothing, you will be a Participating Class Member, and will be eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the Class Period wage claims against Ace Plumbing that are covered by this Settlement (Released Class Claims). As a Participating Class Member, you will also release the Released PAGA Claims, if you worked during the PAGA Period. |
| OPT-OUT OF THE CLASS SETTLEMENT, BUT NOT THE PAGA SETTLEMENT<br><br>THE DEADLINE TO OPT-OUT OF THE CLASS ACTION SETTLEMENT IS<br>_____ | If you do not want to fully participate in the proposed Class Action portion of the Settlement, you can opt-out by mailing or emailing the Settlement 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 9 of this Notice.<br><br>If you worked for Ace Plumbing as a non-exempt employee in California during the PAGA Period, you are an Aggrieved Employee. As an Aggrieved Employee, you cannot opt-out of the PAGA portion of the Settlement. Ace Plumbing must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below). |
| ONLY PARTICIPATING CLASS MEMBERS CAN OBJECT TO THE CLASS SETTLEMENT, BUT NOT THE PAGA SETTLEMENT | All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Class Action portion of the 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 11 of this Notice.<br><br>***Do not submit a Request for Exclusion from the Settlement, if you intend only to object to the Settlement***. |
| DISPUTE THE WORKWEEK AND/OR PAY PERIOD CALCULATION | The amount of your Individual Class Payment and Individual PAGA Payment (if any), respectively, is dependent on the number of workweeks worked during the Class Period and the number of pay periods worked during the PAGA Period.<br><br>If you believe that you worked a different number of workweeks and/or pay periods than are identified above, you may dispute that calculation by submitting a completed Dispute Form (included herein) by <<RESPONSE DEADLINE>>. |
| ATTENDING THE FINAL APPROVAL HEARING | The Final Approval hearing is scheduled to take place on _____. You are not required to attend the Final Approval hearing, but have the right to appear (or hire an attorney to appear on your behalf at your own cost) in person or virtually in a manner permitted by the Court.<br><br>If you are a Participating Class Member and timely submit a written objection to the Settlement Administrator, your written objection will be considered by the Court. If you also want to speak about your objection at the Final Approval Hearing in person or virtually, you may do so. |

## IMPORTANT INFORMATION ABOUT THE PROPOSED SETTLEMENT

### 1. Why did I get this Class Notice?

You were sent this Class Notice because you have a right to know about the proposed Settlement in the Lawsuit and about all of your options before the Court rules on whether to finally approve the settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments that the Settlement allows. This Class Notice explains the Lawsuit, the proposed Settlement, your legal rights, and what benefits are available and how to receive them.

The Court in charge of this case is the Superior Court of California, County of San Francisco. The person who sued is called the "Plaintiff" and the organization he sued is called "Defendant."

### 2. What is the Lawsuit about?

In the Lawsuit, Plaintiff Kyle Kellum ("Plaintiff") alleged multiple violations of the California Labor Code and the California Business & Professions Code, including causes of action for: (1) minimum wage violations, (2) failure to pay overtime wages; (3) rest period violations; (4) waiting time penalties; (5) wage statement violations; (6) unfair competition; and (7) failure to provide a written commission agreement. Based on the same alleged violations of the Labor Code, Plaintiff Kellum also asserted a Representative PAGA Action for civil penalties under the California Private Attorneys' General Act (Labor Code section 2698, *et seq*. ("PAGA").

A Class Action, is a lawsuit filed on behalf of Plaintiff and other similarly situated individuals and seeks to recover damages owed to these individuals for Defendant's alleged violations of the Labor Code. The Class Action was filed

on behalf of Plaintiff and all non-exempt employees that worked for Defendant Ace Plumbing in California from August 26, 2025 until June 30, 2025 ("Class Period").

A Representative PAGA Action is distinct from a Class Action in that it is brought on behalf of the State of California and seeks to recover civil penalties for alleged violations of the Labor Code, which are payable to Aggrieved Employees and to the Labor and Workforce Development Agency. Plaintiff filed the Representative PAGA Action on behalf of the State of California and seeks to recover civil penalties for alleged violations of the Labor Code from August 26, 2023 until June 30, 2025 ("PAGA Period")

## 3. Why is there a settlement?

The parties disagree on the probable outcome of the case with respect to liability, damages, civil penalties, and how much money could be recovered if the Representative Plaintiff won at trial in the Class Action and PAGA Action. Ace Plumbing believes the Representative Plaintiff would not prevail if this case went to trial. The Court has not decided in favor of the Representative Plaintiff or Ace Plumbing. There has been no trial in this case. Instead, both sides recognize the risks, expenses, and disruption associated with continued litigation and they have therefore chosen to resolve their differences by entering into a settlement.

By doing so, the parties can avoid the cost of a trial, yet Class Members and Aggrieved Employees are still entitled to receive payments if they comply with the instructions in this Class Notice. The parties entered into this settlement after arm's-length negotiations while using the services of an experienced and neutral mediator. The Representative Plaintiff and Class Counsel believe that the proposed Settlement is fair and reasonable and is in the best interest of the Class Members and Aggrieved Employees.

The Court must approve the terms of the proposed settlement as fair and reasonable. Once approved, the settlement will affect all Class Members, except those who have properly opted out. This Class Notice explains your legal rights, the terms of the settlement, what you must do to participate, and the amount of money you may receive. Please read this entire Class Notice carefully.

## 4. What are the important terms of the Settlement?

**Gross Settlement Amount.** Ace Plumbing has agreed to pay $576,000.00 as the Gross Settlement Amount ("GSA" or "Gross Settlement Amount"). Ace Plumbing has agreed to deposit the GSA with the Settlement Administrator in accordance with the schedule outlined in the Settlement. The Settlement Administrator will use the GSA to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Incentive Award, Class Counsel's attorney's fees and expenses, the Settlement Administrator's expenses, and the civil penalties to be paid to Aggrieved Employees and the California Labor and Workforce Development Agency ("LWDA").

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

i. **Attorney's Fees and Litigation Expenses.** Up to $192,000.000 (33.33% of the GSA) to Class Counsel for attorneys' fees and up to $20,000.00 to Class Counsel for reimbursement of their litigation expenses. To date, Class Counsel have worked and incurred litigation expenses on this Lawsuit without payment.

ii. **Plaintiff's Incentive Award.** Up to $7,500.00 to Plaintiff as an Incentive Award for the filing of this Lawsuit and representing members of the Class Action and PAGA Action. The Incentive Award will be the only other monies Plaintiff will receive other than Plaintiff's Individual Class Payment and Individual PAGA Payment.

iii. **Settlement Administrator's Fee.** Up to $13,000.00 to the Settlement Administrator for administration of the Settlement.

iv. **PAGA Civil Penalties Amount.** Up to $40,000 for the PAGA Civil Penalties Amount, allocated 65% ($26,000.00) to the LWDA and 35% ($14,000.00) to Aggrieved Employees based on the number of pay periods worked during the PAGA Period.

**Net Settlement Amount Distributed to Participating Class Members.** After the Court approved deductions for Attorneys' Fees and Litigation Expenses, Plaintiff's Incentive Award, the Settlement Administrator's Fee, and PAGA Civil Penalties Amount are deducted from the GSA, the Settlement Administrator will distribute the remaining estimated $303,500.00 Net Settlement Amount ("NSA") in Individual Class Payments to Participating Class Members based on their proportional number of Workweeks worked during the Class Period.

**PAGA Amount Distributed to Aggrieved Employees**. The Settlement Administrator will distribute $14,000.00 from the PAGA Civil Penalties Amount to Aggrieved based on their proportional number of Pay Periods worked during the PAGA Period.

**Taxes Owed on Individual Class Payments to Class Members.** Plaintiff and Ace Plumbing 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. 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 Ace Plumbing have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

**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 do not cash it by the void date, your check will be automatically cancelled, and the monies will be distributed to the designated *cy pres* recipient – Legal Aid at Work.

## 5. How will the Settlement Administrator Calculate Individual Class Payments and Individual PAGA Payments?

**Individual Class Payments.** After the Court approved Attorneys' Fees, Litigation Expenses, Class Representative Incentive Award, Settlement Administrator administration fees, and PAGA Civil Penalties Amount are deducted from the GSA, the remaining NSA (estimated to be $303,500.00) will be used to calculate Class Members' Individual Class Payments. The Settlement Administrator will calculate Individual Class Payments by: (a) dividing the NSA 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.

**Individual PAGA Payments**. The Administrator will calculate Individual PAGA Payments by multiplying the PAGA Civil Penalties Amount ($14,000.00) allocated to Aggrieved Employees by a fraction, the numerator of which is the Settlement Class member's number of pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all Aggrieved Employees during the PAGA Period (including those who submit a valid and timely Request for Exclusion from the Class Action settlement).

**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 Ace Plumbings' records, are stated in the first page of this Notice. You have until <<RESPONSE DEADLINE>> to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by submitting a completed Workweek Dispute Form and any supporting documents to the Administrator via mail, email, or fax. Section 13 of this Notice has the Administrator's contact information. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision. The Administrator shall inform the challenging Class Member of the Administrator's determination of the challenge.

## 6. When would I get my payment?

The Court will hold a Final Approval Hearing on **[ENTER DATE AND TIME]** to decide whether to finally approve the proposed settlement. . Your estimated payment will be made on _____. However, there may be delays in payments. For example, if the Court approves the settlement and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. To check on the progress of the settlement, call the Settlement Administrator at 1-XXX-XXX-XXXX, or contact Class Counsel (see below for Class Counsel's contact information.). *Please be patient*. *Please notify the Settlement Administrator of any address changes.*

## 7. What am I releasing?

**Released Class Claims.** Upon the Effective Date occurring and the Settlement being fully funded, Plaintiff and Class Members who have not effectively opted-out of the settlement as described below, fully release and discharge Ace Plumbing & Rooter Inc., and its directors, officers, members, parents, and subsidiaries ("Released Parties) of and from any and all causes of action, claims, rights, damages, and penalties under California law that were alleged in the Complaint, or that could have been alleged based on the facts alleged in the Complaint, including but not limited to: (a) any alleged failure by Ace Plumbing (1) to pay at least the minimum wage for all hours worked, (2) to pay all overtime wages owed, (3) to authorize and permit rest periods or pay rest period premiums, (4) to issue accurate itemized wage statements, or (5) to timely pay all final wages; (b) any claim for unfair business practices based on the alleged failures set forth in (a)(1) through (5) above; and (c) any violation of the California Labor Code arising from or relating to the conduct alleged in (a)(1) through (5) above, including, without limitation, violation of California Labor Code sections 201-204, 226, 226.2, 226.7, 510, 516, 1182.12, 1194, 1194.2, or any other applicable state statute, rule and/or regulation (e.g., Wage Order), arising from Class Members' employment with Ace Plumbing during the Class Period.

**Released PAGA Claims.** Upon the Effective Date occurring and the Settlement being fully funded, Plaintiff and Aggrieved Employees release any right or claim for civil penalties or other relief pursuant to the PAGA arising under the California Labor Code or Wage Orders based on the allegations set forth in the PAGA notice letter submitted by Plaintiff to the California Labor & Development Agency, including by not limited to civil penalties and other PAGA relief based on the alleged violations set forth above in (a)(1) through (a)(5) in the immediately preceding paragraph, arising from PAGA Members' employment with Ace Plumbing during the PAGA Period.

## 8. How can I opt out of the Class Action Settlement?

If you wish to *not* participate in the Class Action portion of the Settlement, you can opt-out of that portion of the Settlement and retain your right to sue the Defendant separately. To do so, you must prepare and submit a Request for Exclusion, which is a document you prepare and which contains your name, address, telephone number, last four digits of your social security number, and your email address, as well as a statement that you wish to opt out of the Settlement. Any Request for Exclusion must be mailed or emailed to the Settlement Administrator, [ADMIN MAILING ADDRESS/EMAIL ADDRESS], and be postmarked or emailed no later than <<**RESPONSE DEADLINE**>>, or it will not be considered and you will be bound by the Class Action portion of the Settlement.

## 9. How will the Class Counsel be paid?

Class Counsel will ask the Court to award them fees of approximately 33.33% (one-third) of the Gross Settlement Amount (currently estimated to be $192,000). Class Counsel will also ask the Court to award them reimbursement of actual litigation expenses, up to $20,000, incurred in connection with the Lawsuit. The Court may choose to award less than the amount of Attorneys' Fees and Litigation Expenses requested by Class Counsel.

## 10. How do I tell the Court if I do not like the Settlement?

Only Participating Class Members have the right to object to the Class Action portion of the Settlement.

Before deciding whether to object, you may wish to see what Plaintiff and Ace Plumbing are asking the Court to approve. At least 16 Court days prior to the Final Approval Hearing, Class Counsel will file in Court a Motion for Final Approval, which will include an explanation as to why the proposed Class Action Settlement is fair, adequate and reasonable, why Class Counsel should be awarded its requested Attorneys' Fees and Litigation Expenses, why Plaintiff should be awarded the requested Incentive Award, and why the Settlement Administrator should be awarded its requested settlement administration fees. Upon reasonable request, Class Counsel (whose contact information is in Section 14 of this Notice) will email you a copy of the Motion for Final Approval at no cost to you. You can also view a copy of the Motion for Final Approval on the Settlement Administrator's website {XXXXXXXXX} or on the Court's website https://sf.courts.ca.gov/online-services/case-information. You can access the Court's online docket by selecting the "Online Services" tab, then selecting "Case information", then selecting the "Access Now" link under the "Civil Case Query", and then entering Case No. CGC-24-617510. The documents for this case will be available for review and download in the "Documents" link.

All written objections and supporting papers must: (a) clearly identify the case name and number (*Kellum v. Ace Plumbing & Rooter Inc.,* Case No. CGC-24-617510), (b) be submitted to the Settlement Administrator at its mailing address, email address, or fax number listed in Section 13, and (c) be submitted/postmarked on or before **<<RESPONSE DEADLINE>>**. Any written objection must also include all supporting evidence for the objection.

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 11 of this Notice for specifics regarding the Final Approval Hearing.

You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies the settlement, no settlement payments will be sent out and the Lawsuit will continue. If that is what you want to happen, you must object.

## 11. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **[ENTER DATE AND TIME]** at the Superior Court of California, County of San Francisco, Civic Center Courthouse, located at Department 304, 400 McAllister Street, San Francisco, California, 94102. At the Final Approval Hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections and they have been properly submitted, the Court will consider them. The Court will listen to people who submitted an objection. The Court will decide how much to pay to Class Counsel. At or after the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website {XXXXXXXXXXXX} beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing. If the Final Approval Hearing is rescheduled, notice will be provided to any person that has submitted a timely written objection.

## 12. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions that the Court may have at the Final Approval Hearing. But, you are welcome to attend (or hire a lawyer to attend on your behalf at your expense) either personally or virtually.

If you are a Participating Class Member and timely submitted a written Objection, you do not have to come to the Final Approval Hearing to discuss your written Objection with the Court. As long as you timely submitted your written objection by <<RESPONSE DEADLINE>>, the Court will consider it.

As noted above, Participating Class Members may also orally object (or personally retain an attorney to orally object at your own cost) by personally or virtually 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.

## 13. How can I get more information?

The Settlement Agreement sets forth everything Ace Plumbing and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Settlement Agreement, the Judgment, or any other Settlement document is to go to the Settlement Administrator's website at {XXXXXXXXXXXX}. You can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed below.

| **Class Counsel** | **Settlement Administrator** |
|---|---|
| Tuvia Korobkin (tuvia@marqueelaw.com)<br>Neil M. Larsen (neil@marqueelaw.com)<br>Alex Purcell (alex@marueelaw.com)<br>MARQUEE LAW GROUP, APC<br>9100 Wilshire Blvd, Ste 445 East Tower<br>Beverly Hills, CA 90212<br>Telephone: (310) 275-1844 | Phoenix Settlement Administrators<br>Email Address: XXXXXXXXXXXX<br>Mailing Address: XXXXXXXXXXXX<br>Telephone: XXXXXXXXXXXX<br>Fax Number: XXXXXXXXXXXX |

You can also access the Superior Court of California, County of San Francisco's Online Services at https://sf.courts.ca.gov/online-services, or by visiting the Clerk's Office at the San Francisco County Superior Court, located at the Civic Center Courthouse, 400 McAllister St., Room 103, San Francisco, CA 94102, between 8:30 a.m. and 4:00 p.m. (closed 12 p.m. - 1 p.m.), Monday through Friday, excluding Court holidays.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.**

# EXHIBIT B

**WORKWEEK DISPUTE FORM**

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO
*Kellum v. Ace Plumbing & Rooter Inc.*
Case No. CGC-24-617510

Indicate Name/Address Changes, if any:

_____
_____
_____
_____

<<Name>>
<<Address>>
<<City>>, <<State>> <<Zip Code>>
XX - XX - __ __ __ __

As noted in the accompanying Notice, the amount of your estimated Settlement Award is based upon the number of Workweeks you worked from August 26, 2020 to June 30, 2025 and the number of PAGA Workweeks you worked for Ace Plumbing from August 26, 2023 to June 30, 2025.

**YOUR ELIGIBLE WORKWEEKS**

Ace Plumbing's records indicate that you worked ___ Workweeks from August 26, 2020 to June 30, 2025.

Ace Plumbing's records indicate that you worked ___ PAGA Workweeks from August 26, 2023 to June 30, 2025.

**YOUR ESTIMATED SETTLEMENT AWARD**

Based on the above information, and under the terms of the Class Action Settlement, your estimated payment from the Settlement will be <$_____>, which includes <$_____> from the Net Settlement Amount and <$_____> from the PAGA Amount. It is estimated that you will receive your Settlement Award by _____. Payments from the PAGA Amount will be classified as 1099 non-wage payments and will not have any withholdings withheld. Payments from the Net Settlement Amount will be classified as 20% wages (from which taxes, including the employer's share of payroll taxes, will be withheld) and 80% non-wage payments (from which taxes will not be withheld). You will receive a Form W-2 reflecting the wages portion and a Form 1099 reflecting the non-wages payment to you. Your Payment reflected on this Notice is only an estimate. The exact amount of your settlement payment could vary, up or down. Moreover, be aware that your payment will be distributed over the course of three annual payments.

If you wish to dispute the number of Workweeks or PAGA Workweeks credited to you, you must complete this Dispute Form by indicating what you believe is incorrect on the blank lines below and return it on or before [**RESPONSE DEADLINE**] to the Settlement Administrator via email or U.S. Mail at: [ADMIN ADDRESS/EMAIL ADDRESS]. You must also send **copies** of any documents or other information that you contend supports your belief that the information set forth above is incorrect (do not submit original versions of documents). The Settlement Administrator will resolve any dispute based upon Ace Plumbing's records and any information you provide. Please be advised that the information on this Workweek Dispute Form is presumed to be correct unless you submit documents demonsrating that Ace Plumbing's records are incorrect.

_____

_____

_____

**[IF YOU NEED ADDITIONAL SPACE TO EXPLAIN YOUR CHALLENGE PLEASE USE ATTACHMENT A]**

**UNLESS YOU ARE FILING A DISPUTE REGARDING THE NUMBER OF WEEKS OR YOUR EMPLOYMENT STATUS SPECIFIED ABOVE, YOU DO NOT NEED TO TAKE ANY ACTION WITH THIS FORM**

**QUESTIONS? CALL _____ TOLL FREE [NUMBER]**
**Please do not call the Court directly**

# Attachment A