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

Kimberly McGough v. San Diego Gas & Electric Company et al., San Diego Superior Court Case No. 37-2022-00051750-CU-OE-CTL

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 an employee class action and Labor Code Private Attorneys General ("PAGA") lawsuit for alleged wage and hour violations against San Diego Gas & Electric Company ("SDGE"), Sempra Energy ("Sempra"), and Ampcus, Inc. ("Ampcus") (collectively, "Defendants"), entitled *Kimberly McGough v. San Diego Gas & Electric Company et al.*, Case No. 37-2022-00051750-CU-OE-CTL (the "Action"). The Action was filed by Kimberly McGough ("Plaintiff") and seeks payment of back wages and other relief for a class of non-exempt Ampcus employees that provided services to SDGE or Sempra or to Ampcus on an SDGE or Sempra project in California during the Class Period (December 27, 2018 to April 22, 2025). The proposed Settlement is a Class Settlement pursuant to which Ampcus will fund Individual Class Payments.

Based on Ampcus's records, and the Parties' current assumptions, your Individual Class Payment is estimated to be \$«Estimated\_Individual\_Class\_Award» (less withholding) and your Individual PAGA Payment is estimated to be \$«Estimated\_Individual\_PAGA\_Award». The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Ampcus's records showing that you worked «Individual\_Workweeks» workweeks during the Class Period and «Individual\_PAGA\_Pay\_Periods» pay periods during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during these periods, you can submit a challenge by the deadline date. See Section 10 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 Ampcus to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

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

- (1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert the Released Claims (defined below in Section 7) against Defendants.
- (2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants.

You cannot opt-out of the PAGA portion of the proposed Settlement. Ampcus must pay Individual PAGA Payments to all PAGA Group Members and the PAGA Group Members must give up their rights to pursue PAGA Group Members' Released Claims (defined below).

Defendants 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 Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
	Your payment will be mailed to you, automatically, after the Court grants final approval to the Settlement and final judgment is entered. [You must, however, keep a current address on file with the Settlement Administrator to ensure delivery of your check to your current address.]
Update Your Contact And Address Information	If necessary, update your address with the Settlement Administrator to ensure your check is sent to the correct address.
You Can Opt Out of the Class Settlement But Not the PAGA Settlement The Opt-Out Deadline is December 26, 2025	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending 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 Settlement Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 13 of this Notice. If you want to opt out of the Class Settlement, you must follow the instructions on page 7, section 13 and mail or fax your request to opt out to the Settlement Administrator no later than December 26, 2025. Untimely opt out requests will be rejected.
December 20, 2023	You cannot opt-out of the PAGA portion of the proposed Settlement. If the Settlement is approved, Ampcus must pay Individual PAGA Payments to all PAGA Group Members and the PAGA Group Members must give up their rights to pursue PAGA Group Members' Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by December 26,	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
2025	Counsel or Plaintiff if you think they are unreasonable. See Section 14 of this Notice.
You Can Participate in the Final Approval Hearing Set for March 13, 2026	The Court's Final Approval Hearing is scheduled to take place on March 13, 2026. 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 14 and 15 of this Notice.
You Can Challenge the Calculation of Your Workweeks and/or Pay Periods	The amount of your Individual Class Payment and Individual PAGA Payment 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 workweeks and/or pay periods you worked according to Ampcus's records is stated on the first page of this Notice. If you
Written Challenges Must be Submitted by December 26, 2025	disagree with these numbers, you must challenge them by December 26, 2025. See Section 10 of this Notice.

#### **BASIC INFORMATION**

## 1. What Is The Action About?

Plaintiff alleges that she is a former employee placed by Ampcus to perform work for SDGE and Sempra. The Action accuses Defendants of violating California labor laws by alleged: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to indemnify employees for necessary expenditures incurred in the discharge of duties; (6) failure to maintain records; (7) failure to furnish accurate itemized wage statements; (8) failure to timely pay wages during employment; (9) failure to pay all wages due to discharged and quitting employees; (10) unfair business practices; and (11) civil penalties under the California Labor Code Private Attorneys' General Act ("PAGA") based on the foregoing alleged violations of the Labor Code and also Labor Code section 221. Plaintiff is represented by attorneys in the Action: Matern Law Group, PC ("Class Counsel.").

Defendants deny all allegations in the Action and contend they complied with the California Labor Code and all other applicable laws. SDGE and Sempra further deny that they employed any Ampcus employees. The Settlement is not an admission of any wrongdoing by Defendants or an indication any law was violated. The Court has not ruled on the merits of the claims asserted in the Lawsuit. By approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial.

#### 2. What Does It Mean That the Action Has Settled?

The Court did not decide in favor of Plaintiff or Defendants. There was no trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, after engaging in a private mediation with an experienced mediator, the Parties have agreed to settle the Action on the terms summarized in this Notice and have asked the Court to enter a judgment ending the Action and enforcing the Settlement.

This Settlement was reached after an exchange of extensive information about the facts and legal arguments in support of, and against, all of the claims raised in the lawsuit. By settling the lawsuit, the parties avoid the burden, expense and uncertainty of litigation. Both sides agree the proposed Settlement is a compromise of disputed claims.

By agreeing to settle, Defendants do 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) Ampcus has agreed to pay a fair, reasonable and adequate amount considering the strengths and weaknesses of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

## THE IMPORTANT TERMS OF THE SETTLEMENT

## 3. What is the Settlement Amount?

Ampcus will pay \$250,000.00 as the Gross Settlement Amount (referred to as the "Gross Settlement Amount" or "GSA"). Ampcus 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 individual payments to Class Members and PAGA Group Members, Enhancement Payment to Plaintiff, the PAGA Settlement Amount (defined below), Attorneys' Fees and Costs to Class Counsel, payment of settlement administration fees and costs to the Settlement Administrator, and any other costs or expenses related to the settlement incurred by either Plaintiff, Defendants, or the Parties' counsel. Assuming the Court grants Final Approval, Ampcus will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the time period to appeal the Judgment has been exhausted without any appeals having been filed or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

## **Court-Approved Deductions from Gross Settlement Amount:**

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. <u>Settlement Administration Costs</u>: The Court has approved ILYM Group, Inc. to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, up to \$3,850.00 will be paid from the GSA to pay the Settlement Administration Costs.
- b. Penalties to the California Labor Workforce and Development Agency. \$25,000.00 of the GSA will be allocated to Plaintiff's penalty claim under the Private Attorneys General Act of 2004 ("PAGA"). Of this amount, 75% (or \$18,750.00) will be paid to the California Labor Workforce Development Agency (the "LWDA") in satisfaction of the claims for penalties under PAGA and the remaining 25% (\$6,250.00) will be the PAGA Group Payment that will be distributed to the PAGA Group Members.
- c. Attorneys' Fees and Expenses. Class Counsel have been prosecuting the lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the GSA. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to 35% of the GSA (i.e., \$87,500.00), and litigation costs not to exceed \$55,000.00
- d. <u>Enhancement Award to the Plaintiff</u>. Class Counsel will ask the Court to award a Class Representative service payment of \$10,000.00 to Plaintiff as compensation for her work and effort in prosecuting this case, and for undertaking the risks of payment of costs in the event of an unsuccessful outcome of this Action.

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

<u>Net Settlement Distributed to Class Members</u>. 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.

<u>Taxes Owed on Payments to Class Members</u>. Plaintiff and Defendants are asking the Court to approve an allocation of 25% of each Individual Class Payment to taxable wages ("Wage Portion") and 75% to penalties and interest ("Non-Wage Portion.). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants 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 don't cash your check(s) by the void date, your check(s) will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
- 5. 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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void, and that Ampeus will not pay any money and Class Members will not release any claims against Defendants.

- **6.** <u>Administrator</u>. The Court has appointed a neutral company, ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 16 of this Notice.
- 7. Participating Class Members' Release. After the Judgment is final and Ampcus has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for claims based on the Class Period facts, as alleged in the Action and resolved by this Settlement. The Participating Class Members will be bound by the following release:

Release of Claims by Plaintiff and Class Members. In consideration of the monetary sum provided by Ampcus and upon the Effective Date and Ampcus's funding of the Gross Settlement Amount, Plaintiff and each Class Member who does not timely opt-out of the settlement, on behalf of themselves, their heirs, spouses, executors, administrators, attorneys, agents, assigns, and any entities or businesses in which any of them have a controlling ownership interest, shall fully and finally release and discharge Defendants Ampcus, SDGE, and Sempra, and their respective former and present parents, subsidiaries, affiliated corporations and entities, clients, and vendors and independent contractors through which Defendants conduct business, and each of their respective current, former, and future officers, directors, members, managers, employees, consultants, vendors, independent contractors, clients, partners, shareholders, joint venturers and third-party agents, and any successors, assigns, legal representatives, or any individual or entity which could be jointly liable with Defendants and all persons or entities acting by, through, under, or in concert with any of them ("Released Parties"), from all applicable claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from the claims pled in the Action or that could have been asserted based on the facts alleged or theories asserted in the Action against Defendants, including, but not limited to, claims for: failure to pay minimum wages and overtime wages (California Labor Code §§ 200, 201-204, 226, 510, 558, 1182.12, 1194, 1197, 1197.1, 1198, IWC Wage Order No. 1-2001 §§ 3, 4); failure to provide meal and rest periods (California Labor Code §§ 226.7, 510, 512, 558, 1194, 1197; IWC Wage Order No. 1-2001 § 11, 12); failure to reimburse all necessary business expenses (California Labor Code § 2802); failure to maintain required records (California Labor Code §§ 226, 226.3, 1174, 1174.5, and IWC Wage Order No. 1-2001 § 7); failure to provide accurate wage statements (California Labor Code §§ 226; 226.3, 1174, 1174.5, IWC Wage Order No. 1-2001 § 7); failure to pay timely wages during employment (California Labor Code §§ 200, 204, 210, 226, 558, 1194, 1197.1); failure to timely pay all wages at termination (California Labor Code §§ 200, 201, 202, 203, 1194); unfair competition in violation of California Business and Professions Code section 17200 et seq.; violations of California Labor Code §§ 201, 202, 203, 204, 210, 218.6, 221, 225.5, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, IWC Wage Order No. 1-2001, or 4-2001, § 20, based on the foregoing claims); and any damages, penalties, restitution, disgorgement, interest, costs, or attorneys' fees as a result thereof ("Released Claims"). The Released Claims do not include claims to enforce this Agreement or claims that may not be released as a matter of law, including, for example, claims for vested benefits under an ERISA, 401(k), or similar plan, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside of the Class Period.

**8.** Release of PAGA Claims. PAGA Group Members have no opt out rights as to the PAGA portion of the settlement of the Actions. After the Judgment is final and Ampcus has fully funded the Gross Settlement, Plaintiff, on behalf of herself and the State of California, and all PAGA Group Members, waives, fully releases and forever discharges the Released Parties from any and all claims under PAGA arising from the claims pled in the Action, or Plaintiff's LWDA letter, or that could have been asserted based on the facts alleged or theories asserted in the Action against Defendants, including, but not limited to, claims for: failure to pay minimum wages and overtime wages (California Labor Code §§ 203, 226, 510, 558, 1182.12, 1194, 1197, 1197.1, 1198, IWC Wage Order Nos. 1-2001, or 4-2001, §§ 3, 4); failure to provide meal and rest periods (California Labor Code §§ 226.7, 510, 512, 558, 1194, 1197; IWC Wage Order No. 1-2001, or 4-2001, § 11, 12); failure to reimburse all necessary business expenses (California Labor Code §§ 2802); failure to maintain required records (California Labor Code §§ 226, 226.3, 1174, 1174.5, and IWC Wage Order No. 1-2001, or 4-2001, § 7); failure to provide accurate wage statements (California Labor Code §§ 226; 226.3, 1174, 1174.5, IWC Wage Order No. 1-2001, or 4-2001, § 7); failure to pay timely wages during employment (California Labor Code §§ 200, 204, 210, 226, 558, 1194, 1197.1); failure to timely pay all wages at termination (California Labor Code §§ 200, 201, 202, 203, 1194); and that arose during the PAGA Period.

#### **PAYMENT DETAILS**

# 9. How Will The Administrator Calculate My Payment?

#### **Individual Settlement Payments**

Payments made to Class Members shall be made from the Net Settlement Amount according to the following formula: Net Settlement Amount divided by the total of the number of workweeks worked during the Class Period by participating Class Members ("Workweek Payment Rate") multiplied by the total number of workweeks worked during the Class Period by the individual Class Member at issue in a non-exempt position in California, less applicable withholdings ("Individual Payments") and subject to a minimum of a single payment equaling the Workweek Payment Rate regardless of whether the class member actually worked during the Class Period.

The Individual Settlement Payments will be reduced by any required deductions or withholdings for each Class Member.

## **Individual PAGA Payment**

The 25% to be paid to PAGA Group Members shall be distributed based on the number of pay periods in which the PAGA Group Member worked during the PAGA Period (defined as October 23, 2021 through April 22, 2025) compared to the aggregate number of pay periods in which all PAGA Group Members worked during the PAGA Period. All PAGA Group Members will receive at least a minimum Individual PAGA Payment equivalent to the figure paid to those PAGA Group Members who worked one pay period during the PAGA Period. The individual shares of the PAGA Group Payment constitute penalties from which no deductions or withholdings will be taken.

**Workweek Challenges.** The number of individual workweeks you worked during the Class Period and the number of pay periods you worked during the PAGA Period, as recorded in Ampcus's records, are stated on the first page of this Notice. You have until December 26, 2025 to challenge the number of workweeks and/or pay periods. You can submit your challenge by signing and sending a letter to the Administrator via mail or fax. Section 16 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 Defendants' calculations of workweeks and pay periods based on Ampcus's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve workweek and/or pay period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

## 11. How Will I Get Paid?

If you do nothing, you will automatically receive your Settlement Payment after the Court grants final approval of the Settlement and judgment becomes final. You must, however, notify the Settlement Administrator of any change in your name, mailing address and/or telephone number if the information shown on this Notice is not correct. It is your responsibility to keep the Settlement Administrator informed of any change in your address. Your Settlement Payment will be mailed to the last known address the Settlement Administrator has on file for you.

## 12. When Can I Expect To Receive My Settlement Payment?

If you do not exclude yourself from the Settlement, your share of the Settlement will be mailed to you within approximately 30 days after final judgment has been entered in this Action and all rights of appeal have expired and/or been exhausted. Your share of the Settlement will be mailed to the address on file for you. If your address is different than the address to which this Notice was mailed, you should call the Settlement Administrator at (888) 250-6810. Please do not telephone or contact the Court for information about this Settlement.

Settlement Payment checks must be cashed within 180 days from the date of mailing. The front of every check issued for Individual Settlement 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 sent to the California State Controller's Unclaimed Property Fund in your name and will be held pursuant to the Unclaimed Property Law,

California Civil Code § 1500, et seq. until such time that you claim your property or as otherwise required by law. If your check is lost or misplaced, you should immediately contact the Settlement Administrator to request a replacement.

#### EXCLUDING YOURSELF FROM THE SETTLEMENT

## 13. How Do I Get Out Of The Settlement?

If you do not want to participate in the class Settlement, you should exclude yourself from this case (that is, "opt out" of the Settlement). 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 December 26, 2025, that you wish to opt-out. To opt out and exclude yourself from the class case, you must provide a signed and dated letter to the Settlement Administrator requesting to be excluded. The letter must state in substance that you request exclusion from the class and do not wish to participate in the class settlement.

The opt out request letter must include the name of this action (*Kimberly McGough v. San Diego Gas & Electric Company et al.*, Case No. 37-2022-00051750-CU-OE-CTL), your full name, current address, and last four digits of your social security number, signed by you, and must be postmarked and mailed to the Settlement Administrator at the address listed in section 16 on or before December 26, 2025. You may also return it by faxing to (888) 845-6185. Opt out requests postmarked after this date may be disregarded.

As stated above, a Class Member's right to opt out applies only to the class action portion of the Settlement and no opt out right applies to the settlement of PAGA claims in the Lawsuit. This means that Class Members who successfully submit a request for exclusion will not be entitled to a settlement payment for the class portion of this Settlement and will not be bound by the class action release of this Agreement. However, Class Members who submit a valid opt out request will nevertheless be bound by the settlement and release of PAGA claims in the Settlement to the extent they are a member of the PAGA Group and will receive a payment for their individual share of the PAGA Group Payment in settlement of PAGA claims.

#### **OBJECTING TO THE SETTLEMENT**

#### 14. Procedures for Objecting to the Settlement and/or Notices of Intention to Appear

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 Defendants are asking the Court to approve. At least 16 court days before the March 13, 2026 Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and a request for an award of Attorneys' Fees and Costs and an Enhancement Award 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 Enhancement Award. Upon reasonable request, Class Counsel (whose contact information is in Section 16 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 https://ilymgroup.com/Ampcus or the Court's website https://odyroa.sdcourt.ca.gov/Cases. A Participating Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval 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 to the Administrator is December 26, 2025. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection.

Your objection must: (a) contain the case name and number *Kimberly McGough v. San Diego Gas & Electric Company et al.*, Case No. 37-2022-00051750-CU-OE-CTL; (b) contain your full name and signature; (c) contain a written statement of the grounds for the objection and supporting documents, if any; and (d) be sent by mail to the Settlement Administrator, postmarked on or before the Response Deadline.

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 15 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

Though it is preferred that Class Members submit Objections by the Response Deadline, no objecting Class Member shall be denied the ability to object at the Final Settlement Approval Hearing (whether personally or through separate counsel).

#### THE COURT'S FINAL APPROVAL HEARING

# 15. When And Where Will The Court Decide Whether To Approve The Settlement?

The Court will hold a Final Approval hearing in Department C-73 of the Court located at Hall of Justice, Sixth Floor, 330 W. Broadway, San Diego, California 92101 on March 13, 2026, at 9:00 a.m. At this hearing the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and litigation costs, the Class Representative service payment, and the Settlement Administrator's fees and expenses.

You can, but don't have to, attend the Final Approval Hearing. You can attend (or hire a lawyer to attend) either personally or by telephone or video via the access information listed below so long as you file a Notice of Intent to Appear with the Court in advance of the Final Approval Hearing. Check the Court's website for the most current information.

To join by Microsoft Teams link: https://www.sdcourt.ca.gov/sdcourt/civil2/civilicvirtualhearings Select link for C-73 Video Hearings

To join by phone: +1 619-614-4567 United States, San Diego (Toll)

Conference ID: 840 136 290#

The Court may reschedule the Final Approval Hearing without further notice to Class Members. You should check the Administrator's website https://ilymgroup.com/Ampcus beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

If the Court grants final approval of the Settlement, a copy of the Final Approval Order and Judgment will be posted on the Settlement Administrator's website for you to review at https://ilymgroup.com/Ampcus where you will find a link to the document.

#### **GETTING MORE INFORMATION**

#### 16. Whom May I Contact If I Have Questions About The Settlement?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which is available online at https://ilymgroup.com/Ampcus. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Superior Court of California, County of San Diego's Website at www.sdcourt.ca.gov, or (b) in person at Hall of Justice, 330 W. Broadway, San Diego, California 92101, or you may contact Class Counsel (at the contact information provided below) or the Settlement Administrator.

The Settlement Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement or any other Settlement-related documents is to go to the Settlement Administrator's website at https://ilymgroup.com/Ampcus, where you will find links to these documents.

#### Class Counsel Contact Information:

Matern Law Group, PC Matthew J. Matern Dalia Khalili

Fax: (310) 531-1901

Telephone: (310) 531-1900

**Settlement Administrator Contact Information** 

ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781

Telephone: (888) 250-6810 Fax: (888) 845-6185

Email: claims@ilymgroup.com

DO NOT TELEPHONE THE SUPERIOR COURT OR DEFENDANTS' COUNSEL TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

Page 8 of 10 Questions? Please Call Toll-Free (888) 250-6810