CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND RELEASE AGREEMENT

This Class Action and Private Attorneys General Act Settlement and Release Agreement ("**Agreement**," "**Settlement Agreement**" or "**Settlement**") is entered into by Plaintiff Kimberly McGough ("**McGough**" or "**Plaintiff**"), on behalf of herself, the State of California Labor and Workforce Development Agency ("**LWDA**"), and those Plaintiff seeks to represent, on the one hand, and, on the other hand, San Diego Gas & Electric Company ("**SDGE**"), Sempra Energy ("**Sempra**"), and Ampcus, Inc. ("**Ampcus**") (collectively, "**Defendants**"). For purposes of this Agreement, Plaintiff and Defendants are collectively referred to as the "**Parties**."

By way of this Agreement, the Parties seek to settle all claims that were or could have been raised in the action entitled *Kimberly McGough v. San Diego Gas & Electric Company et. al,* Case No. 37-2022-00051750-CU-OE-CTL, which is pending in the Superior Court of the State of California, County of San Diego (the "Action"). The Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising disputed legal and factual issues and that nothing in this Settlement Agreement is an admission of liability or wrongdoing by Defendants.

RECITALS

1. **The Action**. Plaintiff filed the Action on December 27, 2022, alleging putative class and representative claims for: (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. On March 15, 2023, SDGE and Sempra answered with a general denial and affirmative defenses, through which they affirmed the lack of an employment relationship between Plaintiff, the putative class members, and the allegedly aggrieved employees on the one hand, and SDGE and Sempra on the other, among other asserted defenses. On March 6, 2024, Plaintiff amended her complaint to include Ampcus. On May 29, 2024, Ampcus answered Plaintiff's complaint, asserting a general denial and numerous affirmative defenses.

2. **The Parties' Successful Mediation Efforts.** On January 22, 2025, the Parties to the Action attended a private mediation with mediator Monique Ngo-Bonnici, Esq., a well-respected mediator with extensive experience in wage and hour, class and representative action litigation, and reached a settlement of the Action.

3. **Class Counsel's Investigation**. Matern Law Group, counsel for Plaintiff, the Class Members, and the PAGA Group Members, conducted a thorough investigation into the facts and allegations of the Action. In particular, Class Counsel made informal discovery requests in advance of mediation, and reviewed and analyzed information provided in response to such requests, and other data reflecting the pay periods and workweeks worked by Class Members

during the relevant time period. Class Counsel also investigated the claims against Defendants in the Actions and analyzed all applicable defenses raised by Defendants.

4. **Class Counsel's Evaluation**. Class Counsel believes that the Settlement documented by this Agreement is fair, reasonable, and adequate, and in the best interest of the Class Members and PAGA Group based on all known facts and circumstances, including the risk of significant delay, defenses asserted to the merits of the Action, defenses asserted to class certification and the PAGA representative action, as well as defenses to the overall issue of liability and damages, and potential appellate issues.

5. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge any and all claims, rights, demands, charges, complaints, causes of action, obligations or liability of any and every kind that were or could be asserted in the Action based upon the operative facts alleged or theories asserted in any of Plaintiff's complaints, amended complaints in the Action or in the letter to the Labor and Workforce Development Agency ("LWDA").

6. **The Parties stipulate to the certification of this Settlement Class solely for purposes of this Agreement**. The Parties stipulate to certify the Class described herein for settlement purposes only. The Parties' stipulation to class certification is contingent upon the preliminary and final approval and certification of the Settlement Class only for purposes of this Agreement. Should this Agreement not become final or not be approved by the Court, for whatever reason, the fact that the Parties were willing to stipulate provisionally to class certification as part of the Agreement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in the Actions. Defendants do not waive, and instead expressly reserve, their right to challenge the propriety of class certification or representative treatment for any purpose should the Court not approve this Agreement.

7. **The Parties' Agreement to Cooperate and Execute Necessary Documents.** The Parties agree to cooperate and to take all steps reasonably necessary and appropriate to effectuate the terms of this Agreement including to obtain a preliminary approval order and Final Approval Order of this Settlement, to obtain entry of judgment and/or dispose of the Action and claims of Class Members and aggrieved employees with prejudice, and to have Ampcus timely provide the Class Data (defined below) and fund the Gross Settlement Amount.

NOW THEREFORE, in consideration of the recitals listed above and the promises, releases, and warranties set forth below, and with the Parties' intent to be legally bound and to acknowledge the sufficiency of the consideration and undertakings set forth herein, Plaintiff, individually and on behalf of the Class Members, the PAGA Group, and the State of California LWDA, on the one hand, and Defendants, on the other hand, agree that the Action shall be and is finally and fully compromised and settled as to the Released Parties, on the terms and conditions set forth herein, subject to Court approval:

AGREEMENT

I. DEFINITIONS

A. Class Definition and Class Period: "**Class**," "**Settlement Class**", or "**Class Members**" means: all non-exempt Ampcus employees that provided services to

SDGE or Sempra or to Ampcus on an SDGE or Sempra project in California at any time from December 27, 2018 through the date the Court grants preliminary approval of the settlement or April 22, 2025, whichever date is earlier ("**Class Period**"). Individuals who meet the foregoing criteria during the Class Period are referred to herein individually as "Class Member" or collectively as "Class Members." "Class," "Settlement Class," or "Class Members," includes a Participating Class Member or Non-Participating Class Member.

B. **"Class Counsel"** means: Matthew J. Matern, Dalia Khalili, and Joshua D. Boxer of Matern Law Group, PC.

C. "**Class Representative**" means the named Plaintiff, Kimberly McGough, in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

D. "**Class Representative Enhancement Payment**" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

E. The "**Court"** shall mean, for purposes of this Agreement, the court in which Plaintiff files her motions for preliminary and final approval of the Settlement, as contemplated herein.

F. "**Defendants**" means Sempra Inc., San Diego Gas and Electric Co., and Ampcus, Inc.

G. "**Defense Counsel**" means Koree B. Wooley, Rick Bergstrom, and Paige M. Christie of Jones Day, Chancellor Nobles and Michael Brody of Ligh Gabler Law, and Sarah L. Nash of Piliero Mazza.

H. **"Effective Date".** The "**Effective Date**" of the settlement shall be the date on which all of the following events described in this paragraph have occurred: (a) the Court has conducted the Final Settlement Approval Hearing and fully and finally approved all material terms of this Settlement Agreement; (b) the Court enters a Final Approval Order granting final approval of the Settlement Agreement; (c) a Judgment has been entered in the Action, and the time period to appeal the Judgment has been exhausted without any appeals having been filed; and (d) to the extent any timely appeal was filed, all such appeals have been voluntarily or involuntarily dismissed, or the appropriate appellate court or the appellate courts have entered a final judgment affirming the Final Approval Order and Judgment without material modification and the final judgment of such appellate court or courts are no longer subject to any further appellate challenge or procedure.

I. "**Final Approval**" means the Court's order granting final approval of the Settlement.

J. "**Final Approval Hearing**" means the Court's hearing on the Motion for Final Approval.

K. "**Final Approval Order**" refers to the order by the Court finally approving the Settlement following the Final Settlement Approval Hearing.

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

M. **PAGA Group** and **PAGA Period**: "**PAGA Group**" or "**PAGA Group Members**" means all non-exempt Ampcus employees that provided services to SDGE or Sempra, or to Ampcus on an SDGE or Sempra project, in California at any time between October 23, 2021 and the date of preliminary approval or April 22, 2025, whichever date is earlier ("**PAGA Period**"). Individuals who meet the foregoing criteria during the PAGA Period are referred to herein individually as "PAGA Group Member" or collectively as "PAGA Group Members."

N. "**Participating Class Member**" means a Class Member who does not submit a valid and timely Request for Exclusion from the class action portion of the Settlement.

O. "**Plaintiff**" means Kimberly McGough, the named Plaintiff in the Action.

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

Q. "**Preliminary Approval Order**" means the Order Granting Preliminary Approval

R. "**Settlement Administrator**" refers to ILYM Group, Inc., the neutral third-party administrator, who has been mutually selected by the Parties, subject to Court approval, to perform the notice, settlement administration, and distribution of payment functions further described in this Agreement. The Settlement Administrator shall establish a Qualified Settlement Fund (QSF) pursuant to U.S. Treasury Regulation Section 468B-1 for purposes of administering the Settlement.

II. PROVISIONAL APPROVAL OF THIS AGREEMENT

A. Upon execution of this Agreement, the Parties shall take the following actions:

1. Class Counsel will prepare a motion requesting that the Court enter a preliminary approval order preliminarily approving the proposed settlement, certifying the Class for settlement purposes only, approving the form of notice and authorizing the mailing of notice to class members, designating Class Counsel (as defined above) as Class Counsel for purposes of settlement approval and Plaintiff as the Class Representative, appointing a settlement administrator, and setting a date for the final approval hearing. Class Counsel shall provide counsel for Defendants with a draft of the preliminary approval motion and supporting papers for review and opportunity to provide comments within thirty (30) days after the Settlement Agreement is executed and at least fifteen (15) business days

prior to the filing of the motion for preliminary approval. Class Counsel shall not file a motion for preliminary settlement approval without first confirming with counsel for Defendants that Defendants have no objection to any matters stated within the preliminary approval papers, and Class Counsel and Defense counsel shall work cooperatively to address any such objections. However, Plaintiff will not be precluded from filing her motion for preliminary settlement approval if Plaintiff deems Defendants are being unreasonable with their proposed changes. The Parties shall jointly prepare the proposed Preliminary Approval Order, and Class Counsel shall submit it in the form and content mutually agreed to by the Parties. The proposed preliminary approval order shall include all of the following:

a) Preliminarily certifying, for settlement purposes only, a Class comprising the Class Members;

b) Preliminarily appointing, for settlement purposes only, Class Counsel;

c) Preliminarily appointing, for settlement purposes only, Plaintiff, as the class representative;

d) Appointing and approving ILYM Group, Inc. as the Settlement Administrator;

e) Provisionally approving all terms of this Agreement and finding that such terms are sufficient to warrant sending notice of settlement to Class Members;

f) Approving the form and content of the Notice of Proposed Settlement and Final Settlement Approval Hearing (the "**Class Notice**") which is attached to this Agreement as **Exhibit A**;

g) Authorizing the mailing of the Class Notice to the Class Members; and

h) Scheduling a hearing within a reasonable period after the Response Deadline (defined below) has expired, in which the Court will hear Plaintiff's motion requesting the Court to fully and finally approve this Agreement and the settlement herein, and enter judgment (the "**Final Settlement Approval Hearing**").

Defendants do not intend to oppose Plaintiff's Motion for Preliminary Approval provided such motion and supporting papers are consistent with the terms of this Agreement.

B. **Notice of Settlement to Appropriate Government Officials.** Pursuant to California Labor Code section 2699(*l*)(2), Class Counsel will provide to the LWDA all required notices and documents to facilitate approval of the settlement in accordance with PAGA, including submitting to the LWDA a copy of the proposed settlement at the same time that it is submitted to the Court, a copy of the Court's judgment, copies of any other orders that award or deny penalties, and a copy of the operative Complaint.

This Agreement is contingent upon entry of the Final Approval Order by the Court that is consistent with the terms and conditions specified in this Agreement. However, the Parties agree and acknowledge that the Court may condition the Final Approval Order on modification of this Agreement, which shall not be the basis for nullifying and voiding the Settlement unless the required modification is material (including but not limited to modifications to the Gross Settlement Amount or release provisions of this Agreement) and the Parties have exhausted all efforts to address the Court's concerns as necessary to obtain final approval. The Court's decision to award less than the amounts requested for the Enhancement Payment, Class Counsel Attorneys' Fees, Class Counsel Litigation Costs and/or Settlement Administration Costs shall not constitute a material modification to the Agreement within the meaning of this paragraph. This Agreement shall become null and void in the event the Court for any reason refuses to enter the orders specified in Section II(A)(1) after all opportunities granted by the Court to the Parties for amendment have been exhausted. In the event the Court for any reason refuses to enter such orders, the Parties agree to cooperate in good faith to resolve any issues addressed by the Court, and exhaust all possible solutions to obtain the Court's approval. If the Parties cannot agree on how to address issues raised by the Court to obtain approval of this Agreement or the relief specified in this Section II, then they will seek the assistance of the mediator for resolution.

III. ALLOCATION OF GROSS SETTLEMENT AMOUNT

A. The following are material conditions to be satisfied before and as a condition to payment of the Gross Settlement Amount (defined below):

1. Execution of this Agreement by all signatories.

2. The Court has conducted a Final Settlement Approval Hearing and fully and finally approves all material terms of this Agreement.

3. A Final Approval Order and judgment including all of the provisions identified in Section X(A)(3) is entered by the Court and the Effective Date has passed.

B. **Gross Settlement Amount. "Gross Settlement Amount"** means the maximum settlement amount of Two Hundred Fifty Thousand Dollars ($250,000.00) (the "**Gross Settlement Amount**") to be paid by Ampcus on the condition that all of the material conditions set forth above in Section III(A) have occurred, in full satisfaction of all claims released under this Agreement, and includes all 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, and payment of settlement administration fees and costs to the Settlement Administrator. Ampcus shall be separately responsible for employer-side payroll taxes (including, without limitation, FUTA, SUTA and the employer portion of FICA, Medicare and any applicable state or local employment taxes) which shall not be paid from the Gross Settlement Amount. The Parties agree that, subject to this paragraph and Section XIII, neither the Court nor the claims administrator shall have any power to increase the Gross Settlement Amount and under no circumstances shall Ampcus be obligated to pay any amount over the Gross Settlement Amount under the terms of this Agreement except as provided for in this Agreement. For the avoidance of doubt, the Parties further acknowledge that under no circumstances should SDGE or Sempra be obligated to pay any amount pursuant to this Agreement. This Settlement shall be a non-reversionary Settlement. None of the Gross Settlement Amount will revert to Ampcus.

C. **PAGA Penalties.** The Parties agree that Ampcus will pay a total of Twenty Five Thousand Dollars ($25,000.00) to PAGA Group Members and the California Labor and Workforce Development Agency (LWDA) from the Gross Settlement Amount in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law that were alleged or could have been alleged to have been violated based on the facts alleged and theories asserted in the complaints and notices to the LWDA filed by Plaintiff in the Action ("**PAGA Settlement Amount**"). Pursuant to PAGA, Seventy Five Percent (75%) of the PAGA Settlement Amount will be paid to the LWDA (the "**LWDA Payment**"), and the remaining Twenty-Five Percent (25%) will be paid to all PAGA Group Members ("**PAGA Group Payment**"). The 25% to be paid to PAGA Group Members shall be distributed based on the number of pay periods worked by that PAGA Group Member in a nonexempt California position during the PAGA Period (defined as October 23, 2021 through the date of preliminary approval or April 22, 2025, whichever date comes first) in accordance with the methodology set forth in Section VIII(E) herein. The Court's reduction or increase of the PAGA Settlement Amount is not a material term of this Agreement. If the Court approves a lesser amount or a higher amount than that requested by Class Counsel for the PAGA Settlement Amount, the Parties will not object to such determination, the other terms of this Agreement shall apply and the Net Settlement Amount (defined below) to be distributed to the Class Members will be adjusted accordingly.

D. **Enhancement Payment.** From the Gross Settlement Amount, $10,000.00 will be allocated to Plaintiff for initiating the Action, providing services in support of the Action, and for Plaintiff's promises and obligations pursuant to this Agreement ("**Enhancement Payment**"). The Enhancement Payment is in addition to any Individual Settlement Payment Plaintiff is entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiff's request for an Enhancement Payment that does not exceed this amount. If the Court approves an Enhancement Payment less than the amount requested, the Settlement Administrator will retain the remainder in the Net Settlement Amount (defined below). Plaintiff agrees that the Settlement Administrator will not withhold any taxes from the Enhancement Payment, and will issue a Form 1099 or other appropriate tax form consistent with the classification of the Enhancement Payment. Plaintiff acknowledges and agrees that Defendants and their counsel have made no representations regarding the proper tax treatment of the Enhancement Payment. Plaintiff agrees, covenants, and represents that Plaintiff shall be solely responsible for paying any taxes and penalties payable on the Enhancement Payment and that Plaintiff shall defend, indemnify, and hold Defendants and the Released Parties (defined below) harmless from any claims, demands, actions, causes of action, losses, costs, attorneys' fees, penalties, or expenses arising from any classification of the Enhancement Payment as taxable income.

E. **Attorneys' Fees and Costs.** "**Attorneys' Fees and Costs**" means the amount allocated to Class Counsel for the work they have performed in furtherance of the Action and for reimbursement of litigation expenses incurred to prosecute the Action. Subject to Court approval, the following payments are to be made from the Gross Settlement Amount to Class Counsel: (i) attorneys' fees actually awarded by the Court in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., $87,500.00) ("**Attorneys' Fees**"); and (ii) Plaintiff's verified actual litigation costs and expenses actually awarded by the Court up to Fifty-five Thousand Dollars ($55,000.00) ("**Litigation Costs**"). Defendants will not oppose requests for these payments provided that they do not exceed these amounts. If the Court approves Attorneys' Fees and/or Litigation Costs less than the amounts requested, the Settlement Administrator will allocate the remainder to the Net Settlement Amount. The Settlement Administrator will issue one or more IRS 1099 Forms in connection with the payment of the Class Counsel Attorneys' Fees and Attorneys' Costs.

F. **Settlement Administration Costs.** The costs of the Settlement Administrator, including those costs incurred in mailing the Class Notice to the Class Members as required by this Agreement, will be paid from the Gross Settlement Amount and shall not exceed Three Thousand Eight Hundred Fifty Dollars ($3,850.00) based on a written bid received from the Settlement Administrator obtained by the Parties. All disputes relating to the Settlement Administrator's performance of its duties, after good-faith efforts by the Parties to first resolve such disputes, will be referred to the Court, if necessary. To the extent the Settlement Administration Costs are less or the Court approves payment less than $3,850.00, the Settlement Administrator will retain the remainder in the Net Settlement Amount for distribution to the Participating Class Members.

G. **Payments to Participating Class Members.** The "**Net Settlement Amount**" means the portion of the Gross Settlement Amount remaining after subtracting the following payments: Attorneys' Fees and Costs to Class Counsel actually awarded by the Court, the Enhancement Payment to Plaintiff actually awarded by the Court, payment to the Settlement Administrator for settlement administration fees and costs, and the PAGA Settlement Amount. The Net Settlement Amount will be distributed to "**Participating Class Members**" (i.e., those Class Members who do not submit valid Requests for Exclusion). Class Members who do not opt out will be entitled to their pro rata share of the Net Settlement Amount (**"Individual Settlement Payment"**), calculated in accordance with the formula set forth in Section VIII(D).

IV. SETTLEMENT ADMINISTRATOR

A. **Appointment of Settlement Administrator.** The Parties request that the Court appoint ILYM Group, Inc. as Settlement Administrator. The Settlement Administrator will be responsible for the administration of the settlement terms set forth herein, and all related matters. Among other responsibilities, the Settlement Administrator will publish notice of the settlement to Class Members through the distribution of written notice to Class Members based on the list provided by Defendants, and issue to Class Members who do not opt-out an IRS Form W-2 and IRS Form 1099 for all amounts paid under this settlement as appropriate, making all deductions and withholdings required under law. The Settlement Administrator will calculate and disburse all payments due under this Settlement Agreement. The Individual PAGA Payment paid to PAGA Group Members will be issued separately from the Individual Payment, if any. The Settlement Administrator will also mail a check for 75% of the PAGA Payment to the LWDA for settlement of the PAGA claim. The Settlement Administrator will also issue a 1099 form to Class Counsel for sums they received under this Agreement as awarded by the Court. In addition, the Settlement Administrator will notify the Parties of timely and untimely Objections and requests for exclusion received; notify the Parties of any disputes by Class Members of the number of Individual Work Weeks and/or persons claiming to be Class Members and resolve any disputes resulting from same; make all other required settlement payments and tax remissions pursuant to the terms of this Agreement and as directed by the Court; and perform such other duties as are described in this Agreement and/or as are customarily performed by settlement administrators. Among its other duties as described in this Agreement, the Settlement Administrator shall provide counsel for the Parties with a weekly report showing the number of opt-outs and Objections received as well as declarations as required by the approval process of this Settlement. The Parties agree to provide any reasonable information requested by the Settlement Administrator needed to effectively administer the settlement. The Settlement Administrator will comply with all applicable laws in carrying out its settlement administration duties, including obtaining an Employer Identification Number for the Qualified Settlement Fund established in connection with this Settlement, and providing reports to state and federal tax authorities.

V. NOTICE OF SETTLEMENT TO CLASS MEMBERS AND PAGA GROUP MEMBERS

A. **Class Data for Settlement Administrator.** Within **thirty (30) calendar** days after entry of the Court's preliminary approval order that includes all of the provisions identified in Section II(A)(1), Ampcus shall provide to the Settlement Administrator the following information for each Class Member and/or PAGA Group Member in a password protected Microsoft Excel format: name, last known mailing address, Social Security number, and the number of Individual Workweeks and/or Individual PAGA Pay Periods attributable to each Class Member/PAGA Group Member ("**Class Data**"). To protect Class Member's privacy rights, the Settlement Administrator must maintain the Class Data in confidence, use the Class

Data only for purposes of this Settlement and for no other purpose, restrict access to the Class Data to Settlement Administrator employees who need access to the Class Data to effect and perform under this Agreement, and under no circumstances shall the Settlement Administrator provide the Class Data to Class Counsel.

1. Within three (3) calendar days of receipt of the Class Data by the Settlement Administrator, the Settlement Administrator shall notify Class Counsel that the Class Data has been received and provide to Class Counsel, without revealing any confidential information (such as names, Social Security Numbers, contact information, or other personally identifiable information), the number of Class Members along with the total Workweeks worked by all Class Members.

B. **Confidentiality Of Class Member Contact Information And Data.** The contact information is being provided confidentially, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of contact information of the Class Members. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Agreement. The Settlement Administrator shall return the Class Data to Ampcus or confirm its destruction upon completion of the Settlement Administrator's duties.

C. **Mailing Of Class Notice**. The Settlement Administrator shall mail the Class Notice to Class Members **within fourteen (14) calendar days** of receiving the Class Data from Defendants. The Settlement Administrator shall send the Class Notice via First Class U.S. Mail, using the most current, known mailing address for each Class Member and PAGA Group Member based on information provided by Defendants. Upon receipt of this information from Defendants, the Settlement Administrator shall perform a search based on the National Change of Address Database maintained by the United States Postal Service to update and correct any known or identifiable address changes.

D. **Re-mailing Of Returned Notices**. Any mailing returned to the Settlement Administrator as undeliverable shall be sent **within three (3) business days** via First Class U.S. Mail to the forwarding address affixed thereto, if applicable. If no forwarding address is provided, the Settlement Administrator shall attempt to determine the correct address again using a robust skip trace database to update and correct any known or identifiable address changes. Following this procedure, the Settlement Administrator shall perform a re-mailing via First Class U.S. Mail **within three (3) business days**. It shall be presumed that those Class Members whose re-mailed Class Notices are not returned to the Settlement Administrator as undeliverable within **thirty (30) calendar days** after re-mailing, actually received the Class Notice to the maximum extent permitted by law. The Settlement Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

E. **Content Of The Notice Of Class Action Settlement**. The Class Notice shall be in the form mutually agreed to by the Parties attached to this Agreement as **Exhibit A**. The Class Notice, among other things, informs Class Members of their right to decline to participate in the class action portion of the settlement established by this Agreement, so long as the Class Member submits to the Settlement Administrator a valid Request for Exclusion on or before the Response Deadline (defined below), accurately describes the scope of the release, provides all deadlines and material terms of the Settlement, Class Counsel's contact information, a URL to a website maintained by the Settlement Administrator that has links to the Class Notice and the most important publicly filed documents in the case; and for persons who wish to review the Court's docket in this case, the URL for the Court's electronic filing and service website. The Class Notice also states that a Class Member's right to opt out applies only to the class action portion of the Settlement and that no opt out right applies to the settlement of PAGA claims. It shall be presumed that each and every Class Member whose Class Notice is not returned to the Settlement Administrator as undeliverable **within thirty (30) calendar days** after mailing or remailing (as described above in Section V(D)) actually received it to the maximum extent permitted by law.

F. **Proof Of Mailing**. **At least 20 court days** prior to the Final Settlement Approval Hearing, the Settlement Administrator shall provide a finalized and executed declaration of due diligence and proof of mailing with regard to mailing of the Class Notice to Class Counsel and Defendants' Counsel, which Class Counsel shall in turn provide to the Court. **No later than 10 business days** before the final executed declaration is due to be filed by Class Counsel, which is at least 16 days prior to the Final Settlement Approval Hearing, the Settlement Administrator shall provide to Class Counsel and Defendants' Counsel a final draft of the declaration for review.

G. Counsel for the Parties shall not attempt in any way to initiate contact or initiate communications with any Class Member other than through the Class Notice, to discuss the Settlement, except as provided in this Agreement and to the extent any Class Member identified by the Settlement Administrator as to whom the Class Notice is believed by the Settlement Administrator to have been undeliverable, in which case counsel for Defendants may make reasonable attempts to secure accurate contact information for such Class Member. Notwithstanding the foregoing: (i) Class Counsel may respond to questions about the Settlement by Class Members who contact Class Counsel; (ii) counsel for the Parties may respond to questions by the Settlement Administrator about specific claims or questions of Class Members; and (iii) Defendants may communicate with their employees and the Class Members to discuss or describe the Settlement as set forth in this Agreement provided that such communications shall not interfere with or discourage participation in the Settlement.

VI. THE OPT-OUT PROCEDURE

A. **Class Members' Consideration Period**. The Class Notice shall state that Class Members who wish to exclude themselves from, or "opt out" of, the class action portion of the Settlement must submit a signed, written Request for Exclusion to the Settlement Administrator ("**Request for Exclusion**"). The deadline to submit a Request for Exclusion is **60 calendar days** from the original date that the Class Notice was mailed (the "**Response Deadline**") (plus an additional 14 days for Class Members whose Class Notice is re-mailed). To be valid, a Request for Exclusion must be timely sent either by fax or by mail and be postmarked to the Settlement Administrator at the address listed in the Class Notice on or before the Response Deadline. The date of the postmark on the return mailing envelope or fax stamp on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. No later than five (5) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a complete list of all members of the Class who have timely submitted requests for exclusion.

B. **No right to opt out from PAGA settlement**. The Class Notice shall state that a Class Member's right to opt out applies only to the class action portion of the Settlement and that no opt out right applies to the settlement of PAGA claims. Accordingly, each PAGA Group Member, regardless of whether they timely submit a Request for Exclusion, shall receive a portion of the PAGA Settlement Amount consistent with the calculation set forth in Section VIII(E) herein.

C. **Opt-Out Procedures.** A Class Member who wishes to opt out of the class portion of the Settlement shall send a Request for Exclusion to the Settlement Administrator, which is a letter setting forth their name, the last four digits of the Social Security number of the Class Member requesting exclusion, the case name and number *Kimberly McGough v. San Diego Gas & Electric Company et al.*, Case No. 37-2022-00051750-CU-OE-CTL, and a statement that they request exclusion from the class and do not wish to participate in the settlement. To be valid, the Request for Exclusion must: (i) reasonably communicate the Class Member's election to be excluded from the class portion of the Settlement and contain sufficient Class Member identifying information; (ii) be signed by the Class Member; and (iii) be postmarked or fax stamped by the Response Deadline and submitted to the Settlement Administrator at the specified address or fax number. All Class Members who do not timely submit a valid Request for Exclusion shall be bound by the terms and conditions of this Agreement including the release of claims described herein, and shall also be bound by any Court orders related to this Agreement.

D. **Effect of Opt-Out.** Class Members who successfully submit a Request for Exclusion ("**Non-Participating Class Member**") 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. To the maximum extent permitted by law, any Class Member who opts out of the Settlement may not object to the Settlement. If a Class Member submits both a Request for Exclusion and an Objection, the Class Member's Request for Exclusion will be deemed to invalidate the Objection. Class Members who submit valid and timely requests to opt out of the Settlement shall not receive a payment for settlement of Class claims pursuant to the Settlement, nor shall such Class Members be bound by the terms of the Settlement of their individual claims against Defendants pursuant to this Settlement. However, Class Members who submit a valid Request for Exclusion 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 pursuant to the terms of this Agreement.

E. The Settlement Administrator shall review each Request for Exclusion upon receipt for timeliness, completeness, and validity. The Settlement Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Settlement Administrator shall accept any Request for Exclusion as valid if the Settlement Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. If a submitted Request for Exclusion is defective or incomplete, the Settlement Administrator will promptly notify the Class Member of the defect or deficiency and permit the Class Member fourteen **(14) days** from the date of the mailing of the deficient form or the Response Deadline to cure the defect (the "**Cure Deadline**"), whichever is later. Notwithstanding the foregoing, any Request for Exclusion that is cured will not be considered effective unless: (i) the original Request for Exclusion was postmarked or delivered by the Response Deadline; and (ii) the cured Request for Exclusion was postmarked or delivered by the Cure Deadline. Class Members shall only be permitted one opportunity to cure a defective Request for Exclusion. The Settlement Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Settlement Administrator has reason to question the authenticity of a Request for Exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity. The Settlement Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge. Class Members who do not submit a valid and timely Request for Exclusion on or before the Response Deadline shall be deemed Participating Class Members and shall be bound by all terms of the Settlement and any Final judgment entered by the Court if the Settlement is approved by the Court.

F. Unless otherwise permitted by this Agreement, only the Settlement Administrator has the right to contact Class Members who submit a Request for Exclusion. The Settlement Administrator shall not interfere with any Class Member's right to submit a Request for Exclusion and shall communicate with a Class Member solely for purposes of determining the validity, completeness, and any defect in a submitted Request for Exclusion. The Settlement Administrator shall not have the authority to extend the Response Deadline or Cure Deadline except as directed by the Court or otherwise agreed to by the Parties in writing. The Settlement Administrator shall provide weekly updates concerning the status to both Class Counsel and counsel for Defendants, which will not in any way hamper or impede the right of Class Members to submit Requests for Exclusion.

G. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to opt out of the Settlement or to appeal from the Final Approval Order.

H. No later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Settlement Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("**Exclusion List**"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

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

VII. OBJECTING TO THE SETTLEMENT

A. **Objection Rights.** Class Members who wish to object to the Settlement may do so in writing by submitting a written objection ("**Objection**") to the Settlement Administrator within the Response Deadline. Class Members may also appear at the Final Approval Hearing and present their objection orally, regardless of whether the Class Member submitted an Objection to the Settlement Administrator. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether an Objection is timely submitted. The Settlement Administrator shall provide all such Objections to Class Counsel and Defendants' counsel promptly upon receipt. The Court retains final authority with respect to the consideration and admissibility of any Class Member's Objections. Plaintiff and Defendants may respond in writing to any written Objections by **no later than seven (7) calendar days** before the Final Settlement Approval Hearing (or some other number of days as the Court shall specify) unless the Objection is received at a later time. Plaintiff and Defendants may respond to Objections orally at the Final Settlement Approval Hearing. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

B. **Objection Procedures.** The 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 the Class Member's 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. These instructions, as well as information regarding how to appear, will be communicated in the Class Notice.

C. Class Members who object to the Settlement may still participate in the Settlement. A Class Member who objects, but does not submit a Request for Exclusion, will remain a Participating Class Member. Accordingly, if the Court approves the Settlement, such Class Members will be bound by the terms of the Settlement in the same way as the Class Members who did not object. Only those Class Members who opt-out will not be bound by the class action portion of this Agreement.

D. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel's Attorneys' Fees and Costs and/or the Enhancement Payment to Plaintiff.

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

F. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written Objections to the Settlement or to appeal from the Court's Final Approval Order and judgment thereon.

G. **Objecting Class Members Not Entitled to Attorneys' Fees**. The Parties expressly agree that objecting Class Members are not entitled to recover any attorneys' fees or costs from Class Counsel's fee award. This Agreement specifically bars recovery of Attorneys' Fees and Costs for objectors even if the objection has added genuine value to the Settlement. Furthermore, nothing in this Agreement, express or implied, creates any obligation on the part of Defendants to pay any attorneys' fees or costs to an objector, even if such fees and costs are ordered to be paid by the Court.

H. **Waiver of Objection Rights.** To the fullest extent permitted by law, Class Members who fail to submit Objections in the manner specified in the Class Notice and/or fail to appear in Court to present verbal objections at the Final Approval Hearing shall be deemed to have waived any Objections and shall be foreclosed from making any Objection, whether by appeal or otherwise, to this Agreement. To the maximum extent permitted by law, the Parties agree that only the Parties and/or Class Members who file a valid and timely Objection maintain the right to appeal. If the objecting Class Member does not formally intervene in the Action or move to set aside the judgment and/or the Court rejects the Class Member's Objection, the Class Member will still be bound by the terms of this Agreement.

I. **Binding Effect of Settlement.** Although some Class Members might not receive the Class Notice or timely submit a Request for Exclusion, as provided under this Agreement, due to inability to locate their current address following the procedures set forth in this Agreement, such individuals shall nonetheless be bound by all of the terms of this Agreement and the Final Approval Order and judgment to the maximum extent permitted by law.

VIII. CALCULATION OF SETTLEMENT PAYMENTS TO CLASS MEMBERS AND PAGA GROUP

A. Upon receipt of the Class Data, and prior to the mailing of the Class Notice, the Settlement Administrator shall review the information submitted by Ampcus to confirm the number of Workweeks of each Class Member during the Class Period ("**Individual Workweeks**") for purposes of performing the calculations of Individual Settlement Payments (defined below). For purposes of this Agreement, a "**Workweek**" shall be defined as a 7-day week, beginning on Monday at 12:00am and ending on Sunday at 11:59pm, during which a Class Member received compensation for regular hours worked as a nonexempt employee for at least one day in the Workweek for work actually performed in California during the Class Period, but shall not include any workweeks for which a Class Member was on a paid or unpaid leave of absence.

B. The Settlement Administrator shall thereafter provide to Defendants' counsel and Class Counsel the total number of Class Members and Workweeks in the Class Data.

C. **No Claims Process**. This Settlement does not require Class Members to submit a claim form to participate in the Settlement.

D. **Individual Settlement Calculations and Payments**. No claims process shall be required of Plaintiff or Class Members in order to participate in the Settlement. Calculations of Individual Settlement Payments will be made as follows and shall be included in the Class Notice to each Class Member and based on the assumption that no Class Member opts out:

1. The 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 Individual 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 Payments will be reduced by any required deductions for each Class Member as set forth herein, including required withholdings or deductions.

E. **Calculation of PAGA Group Members' Individual Share of PAGA Group Payment**. Each PAGA Group Member's individual share of the PAGA Group Payment ("**Individual PAGA Payment**") shall be calculated on a pro rata basis, based on the following formula: The Settlement Administrator will calculate the total number of each PAGA Group Member's Pay Periods during the PAGA Period ("**Individual PAGA Pay Periods**"), and the total number of Pay Periods for all PAGA Group Members in the PAGA Period ("**PAGA Group Pay Periods**"). To determine each PAGA Group Member's Individual PAGA Payment, the Settlement Administrator will use the following formula: (a) dividing the amount of the PAGA Group Payment ($6,250.00) by the total number of PAGA Group Pay Periods, and (b) multiplying the result by each PAGA Group Member's Individual PAGA Pay Periods. There are no opt-out rights with respect to the PAGA portion of this Settlement. Accordingly, each PAGA Group Member, regardless of whether they timely submit a Request for Exclusion, shall receive a portion of the PAGA Settlement Amount proportionate to the number of pay periods with working hours that he or she worked during the PAGA Period, subject to Court approval. 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. For purposes of this Agreement, a "**Pay Period**" shall be defined as any pay period during the PAGA Period in which a PAGA Group Member received compensation for regular hours worked as a nonexempt employee for work actually performed in California for at least one day in the pay period but shall not include any full pay periods for which a PAGA Group Member was on a paid or unpaid leave of absence or performed no work.

F. **Procedures for Class Members to Dispute Workweek Calculations:**

Ampcus's records shall be determinative with respect to the number of Individual Workweeks for the Class Member and shall be presumptively valid, subject to this Section VIII(F). If a Class Member disagrees with the number of Individual Workweeks or Individual PAGA Pay Periods listed in his/her/their Class Notice, the Class Member may challenge the number of Individual Workweeks and/or PAGA Pay Periods by communicating with the Settlement Administrator via fax or mail by no later than the Response Deadline. The Class Member must provide the Settlement Administrator with a written statement explaining the basis for such challenge and supporting documentation, if any. In the absence of any contrary evidence, the Settlement Administrator is entitled to presume that the Individual Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Settlement Administrator's determination of each Class Member's allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Settlement Administrator shall promptly provide copies of all challenges to calculation of Individual Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Settlement Administrator's determination of the challenges.

IX. TAX ALLOCATION

A. The Individual Settlement Payments to Class Members shall consist of the following: (i) 25% wages and (ii) 75% interest and penalties. Defendants will be responsible for the employer's share of payroll taxes on W-2 income, separate and apart from the Gross Settlement Amount.

B. Because 25% of the gross amount of the Individual Settlement Payments to Class Members constitutes compensation for past services rendered, it shall be considered wages. Accordingly, the Settlement Administrator shall: (i) withhold from the applicable portion of the Individual Settlement Payment the Class Member's share of all appropriate payroll taxes, including federal and state income taxes; (ii) issue to each Class Member and appropriate taxing authorities a Form W-2 statement or its equivalent with respect to the appropriate portion of the Individual Settlement Payment; (iii) issue a Form-1099 to each Class Member and appropriate taxing authorities with respect to the portions of the Individual Settlement Payment representing penalties and interest and, to the extent a Class Member is also a PAGA Group Member, the individual share of the PAGA Payment; and (iv) notify Ampcus of its share of any payroll taxes attributable to the employer for the portion of the gross amount allocated to wages, which amount will be paid separately from the Gross Settlement Amount.

C. **Allocation of Individual Settlement Payment Not Material.** The Court's approval of the allocation of the Individual Settlement Payment for Form 1099 income and Form W-2 income is not a material term of this Agreement. If the Court does not approve or approves a different allocation of the Individual Settlement Payments, the Agreement shall remain intact and all other terms of this Agreement shall apply.

D. Neither Defendants nor their counsel, nor Class Counsel make any representation, and have made no representations as to the tax treatment or legal effect of the payments called for in this Settlement Agreement, and Plaintiff and Class Members are not relying on any statement, representation, or calculation by Defendants or their counsel, the Settlement Administrator, or Class Counsel in this regard. Plaintiff and Class Members understand and agree that Plaintiff and Class Members will be solely responsible for the payment of any taxes and penalties assessed on the payments described in this Settlement Agreement. Plaintiff and any Class Member who receives any payment under this Agreement should consult with their tax advisors concerning the tax consequences of the Individual Settlement Payments they receive under the Settlement.

X. FINAL SETTLEMENT APPROVAL HEARING

A. Class Counsel shall be responsible for ensuring that at least the following documents are filed with the Court in advance of the Final Settlement Approval Hearing in compliance with the applicable Court rules, so that the Court will have a sufficient basis upon which to evaluate and approve the settlement:

1. A final declaration by the Settlement Administrator listing the following information: (i) attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, the mailing

and re-mailing of the Class Notice (as applicable), the Class Notices returned as undelivered and attempts to locate Class Members; (ii) the total number of Requests for Exclusion the Settlement Administrator received (both valid and invalid) and a list of the names (with no other identifying information) of all persons who submitted timely and valid Requests for Exclusion; (iii) the number of Objections received and attaching copies of the Objections received so the Court can evaluate the merits of the Objections; and (iv) any other information required by the Court.

2. A duly noticed motion for final approval, accompanying memorandum of points and authorities prepared by Class Counsel, and such other pleadings, evidence or other documents as may be necessary for the Court to determine that the Settlement documented by this Agreement is fair, adequate and reasonable.

3. A Proposed Final Approval Order and judgment for the Court's signature, approving the material terms of the Settlement documented by this Agreement. The Final Approval Order will include the full text of the class and PAGA releases. The Parties shall jointly prepare the proposed final approval order and judgment to be submitted in the form mutually agreed to by the Parties.

4. The Parties will cooperate to finalize the motion for final settlement approval and supporting papers to be prepared by Class Counsel. Class Counsel shall also provide a draft of the motion for final settlement approval and supporting papers, and an opportunity to provide comments thereto, to Defendants' counsel at least five (5) business days prior to the filing deadline for the motion. Class Counsel shall not file a motion for final settlement approval without first confirming with counsel for Defendants that Defendants have no objection to any matters stated within the final approval papers.

5. The Motion for Final Settlement Approval will include Class Counsel's applications for Attorneys' Fees and Costs and the Enhancement Payment. However, the Court's decision to award less than the amounts requested for Class Counsel's Attorneys' Fees and Costs and/or the Enhancement Payment to Plaintiff does not constitute a material modification to the Agreement and will not terminate this Agreement.

XI. PAYMENT TO CLASS MEMBERS AND PAGA GROUP MEMBERS

A. No later than **fourteen (14) calendar days** after the Effective Date (defined in Section I(H), Ampcus shall ensure a wire transfer to a bank account designated by the Settlement Administrator is effectuated for the Gross Settlement Amount plus Ampcus's separate portion of the employer-side payroll taxes, for which Ampcus will be solely responsible. No later than **thirty (30) calendar days** after the Effective Date, the Settlement Administrator shall issue payments to Class

Members and/or PAGA Group Members pursuant to the terms of this Agreement from the above-mentioned designated bank account and issue all necessary and proper tax forms.

B. The Settlement Administrator shall mail the Individual Settlement Payments and Individual PAGA Payments by First Class U.S. Mail to each Class Member's and/or PAGA Group Member's last known address, postage prepaid. Checks shall be valid for **180 calendar days** from the date of mailing (the "**Check Cashing Deadline**"), and the face of each check shall prominently state the Check Cashing Deadline, when the check will be voided. Class Members who do not cash their settlement checks within 180 calendar days after mailing by the Settlement Administrator shall still be bound by the Settlement and the release of claims provided therein. It shall be presumed that each Class Member received his, her, or their Individual Settlement Payment (and PAGA Group Member payment, if applicable) on the date the payment was deposited in the United States mail, unless the payment is returned to the Settlement Administrator within the Check Cashing Deadline. Any check returned by the post office with a forwarding address will be re-mailed within **five (5) calendar days** by the Settlement Administrator to that forwarding address via First Class U.S. Mail. If no forwarding address is provided, the Settlement Administrator shall attempt to determine the correct address using all reasonably available sources, methods, and means, including, but not limited to, the "National Change of Address Database", skip traces, and direct contact by the Settlement Administrator with Participating Class Members, and it shall then perform a re-mailing within **7 calendar days** of receiving a returned check. The Settlement Administrator need not take further steps to deliver checks to Participating Class Members whose re-mailed checks are returned as undelivered. The Settlement Administrator shall promptly send a replacement check to any Participating Class Member whose original check was lost or misplaced, requested by the Participating Class Member prior to the void date.

C. In accordance with California Code of Civil Procedure Section 384, any checks returned to the Settlement Administrator by the post office as undeliverable after the Settlement Administrator takes steps set forth above, and all funds from checks that are not cashed by the Check Cashing Deadline, shall be distributed as follows:

1. The amount of any Individual Settlement Payments and Individual PAGA Payments that remain undeliverable or uncashed 180 calendar days after the postmarked date of the initial mailing of the checks for Individual Settlement Payments and/or Individual PAGA Payments will be transferred to the California State Controller's Office to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 et seq., in the name of and for the benefit of the individual who did not cash his or her check, until such time that he or she claims his or her property or as otherwise required by law. The Participating Class Member and/or PAGA Group Member will nonetheless remain bound by the Settlement. The Parties agree that this disposition results in no "unpaid residue" within the meaning of California Code of Civil Procedure Section 384, as the entire Net Settlement

Amount will be paid out to Class Members, whether or not they all cash their Individual Settlement Payments and/or Individual PAGA Payments.

2. The Settlement Administrator shall notify the Parties' counsel of the total amount that was actually paid to the Class Members and the amount of funds that are unclaimed.

3. At a date set by the Court for a final accounting in accordance with California Code of Civil Procedure Section 384(b), the Parties shall advise the Court of the total amount that was actually paid to Class Members under this Agreement and the amount of funds that are unclaimed by Class Members and transmitted to the California State Controller's Unclaimed Property Fund.

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

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

F. **No Impact On Contributions To Employee Benefit Plans**. None of the payments made pursuant to this Agreement shall be considered to alter the terms or to grant any rights to additional payments under any employee benefit plans. None of the payments made pursuant to this Agreement shall be considered for purposes of determining eligibility for, vesting or participation in, or contributions to any benefit plan, including, without limitation, all plans subject to the Employee Retirement and Income Security Act of 1974 ("**ERISA**"). Any distribution of payments to Plaintiff or Class Members shall not be considered as a payment of wages or compensation under the terms of any applicable benefit plan and shall not affect participation in, eligibility for, vesting in, the amount of any past or future contribution to, or level of benefits under any applicable benefit plan. Any amounts paid will not impact or modify any previously credited hours of service or compensation taken into account under any bonus or incentive plan, benefit plan sponsored or contributed to by Defendants or any jointly-trusteed benefit plan, or for purposes of calculating the regular rate of pay. For purposes of this Agreement, "benefit plan" means each and every "employee benefit plan," as defined in 29 U.S.C. § 1002(3), and, even if not thereby included, any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare, profit sharing, retirement, disability, vacation, severance, hospitalization, insurance, incentive, deferred compensation, or any other similar benefit plan, practice, program, or policy.

XII. PAYMENT OF ATTORNEYS' FEES AND COSTS TO CLASS COUNSEL; SETTLEMENT ADMINISTRATION EXPENSES; ENHANCEMENT PAYMENT

A. No later than **thirty (30) calendar days** after the Effective Date, the Settlement Administrator shall transfer the following amounts, as awarded by the Court:

1. To Class Counsel, the amounts ordered by the Court for all attorneys' fees and costs incurred in prosecuting the Action;

2. To the Settlement Administrator, the amounts ordered by the Court for all its expenses;

3. To Plaintiff, the amount ordered by the Court for the Enhancement Payment; and

4. To the LWDA, the LWDA Payment.

XIII. RIGHT TO INCREASE GROSS SETTLEMENT AMOUNT OR CHANGE END DATE OF RELEASE PERIOD BASED ON WORKWEEKS OF CLASS MEMBERS

A. Based on its records, Ampcus represented for purposes of mediation that there are an estimated 1,089 aggregate workweeks worked by Class Members through January 22, 2025. This is a material representation for Plaintiff to enter into this Agreement. If the total number of Class Member Workweeks through the end of the Class Period increases more than ten percent (10%) above 1,089 (for a total of 1,198 aggregate workweeks or more), Ampcus will have the option of either of the following Section XIII(B)(a) or (b):

a. Increasing the Gross Settlement Amount proportionally by the Workweeks worked by Class Members above the ten percent threshold (for example, if the number of total Class Workweeks increases by eleven percent (11%), the Gross Settlement Amount shall increase by one percent (1%).) Workweeks shall include only those workweeks where a Class Member rendered actual services in California as a nonexempt employee (i.e. excludes any workweeks where a Class Member was on leave or worked in an exempt position or outside of California) OR

b. Alternatively, Ampcus may elect to change the end date of the release period to be the latest date prior to which the number of Workweeks worked by the Class exceeded 1,198 workweeks.

Ampcus must make an election between options (a) and (b) above prior to the mailing of the Class Notices such that the Class Notice contains a definitive class period and Gross Settlement Amount. Ampcus will be solely responsible for any additional funds that may be owed under this section XIII.

B. The Parties agree that, except as set forth in this Section XIII and the employer share of payroll taxes, under no circumstances shall Ampcus be obligated to pay any amount that exceeds the Gross Settlement Amount. For the avoidance of doubt, the Parties further acknowledge that under no circumstances should SDGE or Sempra be obligated to pay any amount pursuant to this Agreement.

XIV. INVALIDATION OF AGREEMENT FOR FAILURE TO SATISFY CONDITIONS

A. In the event the Court fails to enter final judgment approving the Settlement consistent with the terms set forth in this Agreement after the Parties have exhausted all reasonable efforts to amend the Agreement to address the Court's concerns, or such final judgment is vacated or reversed, the Action shall proceed as if no settlement had been attempted and revert back to its prior procedural posture as existed at the time of execution of this Agreement. In such event, nothing in this Agreement nor in any documents prepared or submitted to the Court relating to this Agreement shall be used, construed or admissible as evidence by or against any Party as a determination, admission, or concession of any issue of law or fact in the Action, or in any other proceeding for any purpose; and the Parties do not waive, and instead expressly reserve, their respective rights to prosecute and defend the Action as if this Agreement never existed. Further, in such event, Ampcus and Plaintiff shall each pay half of the costs of administration that have been incurred by the Settlement Administrator.

B. **Defendants' Right to Withdraw.** If, prior to the Final Settlement Approval Hearing, the number of persons who submit valid and timely Requests for Exclusion exceeds ten percent (10%) of the total number of Class Members, then Defendants shall have the sole and absolute discretion to withdraw from this Agreement within twenty (20) days of receiving notice that 10% or more of the individual Class Members opted out of this settlement. For such withdrawal to be effective, all Defendants must jointly agree to any withdrawal. If Defendants jointly elect to so withdraw, the withdrawal shall have the same effect as a termination of this Agreement for failure to satisfy a condition of settlement. If Defendants elect to withdraw from this Agreement pursuant to this paragraph, Ampcus shall be solely responsible for any costs of administration that have been incurred by the Settlement Administrator at the time Defendants elect to withdraw from this Agreement.

C. If this Agreement is terminated for failure to satisfy any of the material terms or conditions, Ampcus shall not be obligated to create or maintain any type of settlement fund and shall not be obligated to make any settlement payment to any Class Member, PAGA Group Member, LWDA, Class Counsel, or to Plaintiff.

XV. RELEASES, REPRESENTATIONS AND WARRANTIES

A. Class Member Release

1. 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.

a) The Parties agree that the funding of the settlement by Ampcus contemplated herein is intended to and does provide adequate consideration for the release of claims to be effective as to **all** Defendants.

b) It is the Parties' intent that this settlement and the judgment entered thereon shall have res judicata effect precluding Plaintiff and the Participating Class Members from initiating any other proceedings regarding claims released pursuant to this Agreement.

B. **PAGA Release of Claims**

1. Release of PAGA Claims. For the avoidance of doubt, Class Members/PAGA Group Members have no opt out rights as to the PAGA portion of the settlement of the Actions. Accordingly, upon the Effective Date, in consideration of the PAGA Settlement Amount, Plaintiff, on behalf of herself and the State of California, and all PAGA Group Members, waive, fully release and forever discharge 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 on or before the date of preliminary settlement approval.

C. **General Release by Plaintiff, Representations and Warranties**

1. General Release by Plaintiff. In addition to the Class Member Release of Claims and Release of PAGA Claims described in this Agreement, upon the Effective Date, Plaintiff, on behalf of herself, her heirs, spouses, executors,

administrators, attorneys, agents, assigns, and any entities or businesses where she has a controlling ownership interest, waives, fully releases and forever discharges the Released Parties from any and all claims of any nature, known or unknown, contingent or accrued, arising out of any fact, transaction or occurrence prior to the Effective Date, including, but not limited to, the Released Claims, and any claims arising out of or relating to any work performed by Plaintiff and/or Plaintiff's engagement to perform any work. This release is intended to be interpreted broadly and applies to any claim of any nature whatsoever, whether based on tort, contract, equity, any federal, state or local statute, regulation, ordinance, or other applicable law. Provided, however, that Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims that cannot be waived as a matter of law, including, for example, claims for vested benefits under an ERISA, 401(k), or similar plan, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Further, nothing in this Agreement is intended to release any of the claims that Plaintiff has actually asserted in the lawsuit captioned *Kimberly McGough v. San Diego Gas & Electric Company, Sempra Energy, Ampcus Inc. and Melissa Erb*, Case No. 37-2024-00016034 as of April 5, 2024, the date the lawsuit was filed in San Diego Superior Court and that matter is explicitly exempted from any release in this case. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remains effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Plaintiff understands that this release includes unknown claims and that Plaintiff is, as a result, waiving all rights and benefits afforded by California Civil Code Section 1542, which 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."

With full awareness and understanding of the above provisions, Plaintiff waives and relinquishes any and all rights and benefits that Plaintiff may have under California Civil Code Section 1542, or the law of any other state or jurisdiction, or common law principle, to the same or similar effect, concerning the claims released herein. Except for the claims expressly excluded from this release, Plaintiff understands and agrees that this release operates to release all claims to the fullest extent permitted by law. Nothing herein is intended to preserve any claims that are released pursuant to Sections XV(A) and (B) of this Agreement.

2. Representations and Warranties. Plaintiff hereby represents, covenants, and warrants that Plaintiff has not directly or indirectly assigned, transferred,

encumbered or purported to assign, transfer, or encumber, to any person or entity, any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged. Plaintiff hereby represents, covenants, and warrants that Plaintiff shall not in any way hereafter commence, join, aid, or assist others in pursuing any claim, charge or action against any of the Released Parties for any acts or omissions released under this Agreement.

D. **No Misrepresentation**

The Parties understand that the facts with respect to which this Agreement is entered into may be materially different from those the Parties now believe to be true. The Parties accept and assume this risk, and agree that this Agreement, including specifically the releases contained herein, shall remain in full force and effect, and legally binding, notwithstanding the discovery or existence of any additional or different facts, or any claims with respect to those facts.

XVI. CONFIDENTIALITY

The Parties and their counsel shall keep confidential all settlement communications regarding the negotiation and drafting of this Settlement Agreement (except for purposes of enforcement). Neither the Parties nor their counsel will issue any press release or other public or non-public representation regarding the settlement, other than as necessary to obtain court approval and effectuate the terms of the settlement. Provided, however, that the Court may be notified, if necessary prior to the filing of the motion for preliminary approval, that the Parties have settled the case subject to court approval while not mentioning the terms. The Parties and their counsel further agree that they will not initiate or have any contact with the press, respond to any press inquiry, or have any communication with the press about the Action. Class Counsel will not communicate with other class counsel about this settlement, nor utilize it in any way in their marketing or advertising materials or website. Nothing in this paragraph shall restrict the Parties from making any disclosures: (a) necessary to seek Court approval, including the filing of the fully executed version of this Agreement; (b) required by any federal, state or local governmental taxing or regulatory authority, (c) to communicate with the Class Members consistent with the terms of this Agreement; (d) to provide mandatory or customary information or notice to the Parties' management, officers, boards of directors, accountants, attorneys, auditors, financial advisors, insurers, tax preparers, and agents, all of whom will be informed of and agree to be bound by this confidentiality clause; or (e) as otherwise required by law, regulation, or order of court.

XVII. MISCELLANEOUS PROVISIONS

A. **Acknowledgment that the Settlement is Fair and Reasonable**

The Parties believe this Agreement is a fair, adequate, and reasonable settlement of the Action, which was reached after non-collusive, arm's-length negotiations and mediation and in the context of adversarial litigation, considering all relevant factors, present and potential, including the risk of continued litigation. The Parties agree, covenant, and represent that this Agreement, shall constitute a compromise of, and full accord and satisfaction of disputed claims. The Parties further agree, covenant, and represent that neither this Agreement nor any actions undertaken by

Defendants in satisfaction of this Agreement shall constitute, or be construed as, an admission of any liability or wrongdoing by Defendants at any time, or as an admission by Defendants that class certification, or litigation on a representative basis is proper in the Action. By entering into this agreement, Defendants do not admit liability in this Action. Defendants expressly deny that they have violated any law, statute, regulation or California Wage Order, breached any agreement or obligation to Plaintiff or the Class Members, or engaged in any wrongdoing with respect to Plaintiff or the Class Members.

B. **Representation by Counsel**

The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel. Further, Plaintiff warrants and represents that Plaintiff is fully authorized to enter into this Agreement and the terms and conditions thereof, that there are no liens on the Agreement, and that after entry by the Court of the orders specified in this Agreement, the Settlement Administrator may distribute funds to Class Members, PAGA Group Members, Class Counsel, the LWDA, and Plaintiff as provided by this Agreement.

C. **Deadlines Set by this Agreement and Extensions of Time**

If any deadline set by this Agreement falls on a Saturday, Sunday, or Court holiday, the deadline shall be deemed to fall on the next day that is not a Saturday, Sunday, or Court holiday. Further, the Parties may, by mutual agreement, agree upon a reasonable extension of time for deadlines and dates reflected in this Settlement Agreement, subject to Court approval when required.

D. **Notice**

All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered personally, by first class mail, or email to the undersigned persons at their respective addresses as set forth below:

Counsel for Plaintiff and the Class Members:

MATERN LAW GROUP, PC
Matthew J. Matern
mmatern@maternlawgroup.com
Dalia Khalili
dkhalili@maternlawgroup.com
2101 E. El Segundo Bl., Suite 403
El Segundo, CA 90245
Telephone (310) 531-1900

Counsel for Defendants:

LIGHTGABLER, LLP
Chancellor Nobles
cnobles@lightgablerlaw.com
760 Paseo Camarillo, Suite 300
Camarillo, CA 93010
Telephone (805) 248-7208
Attorneys for Ampcus, Inc.

PILIEROMAZZA PLLC
Matthew Feinberg
mfeinberg@pilieromazza.com
Sarah Nash
snash@pilieromazza.com
1001 G Street, NW, Suite 1100
Washington, DC 20001
Telephone (202) 857-1000
Attorneys for Ampcus, Inc.

JONES DAY
Koree Wooley
kwooley@jonesday.com
4655 Executive Drive, 15th floor
San Diego, CA 92121
Telephone (858) 314-1200
Attorneys for San Diego Gas & Electric Co.; Sempra Energy

E. **Incorporation by Reference**

The terms of this Agreement include the Recitals, which are incorporated by this reference as though fully set forth herein.

F. **Captions**

The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.

G. **Mutual Preparation**

This Agreement has been jointly prepared by the Parties and their counsel. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, the Parties expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement, and agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

H. **Plaintiff's Waiver of Right to Appeal**

As part of this Settlement, Plaintiff waives her right to file an appeal and/or a writ or any challenge whatsoever to the terms of the impending stipulated judgment contemplated in the Action in accordance with this Agreement.

I. **Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.**

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

J. **Amended Judgment**

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

K. **Entire Agreement**

This Agreement comprises the Parties' entire agreement. There are no other agreements, written or oral, express or implied, between the Parties with respect to the subject matter hereof. The Parties acknowledge that no representations, statements or promises made by any other party, or by their respective agents or attorneys, have been relied upon in entering into this Agreement. The Parties explicitly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of this Agreement.

L. **Amendment or Modification**

This Agreement may be modified or amended only if such modification or amendment is agreed to in writing and signed by a duly authorized representative of the Parties hereto, which writing shall expressly state the intent of the Parties to modify this Agreement.

M. **Severability**

The Parties to this Agreement agree, covenant, and represent that each and every provision of this Agreement shall be deemed to be contractual, and that they shall not be treated as mere recitals at any time or for any purpose. Therefore, the Parties further agree, covenant, and represent that each provision of this Agreement shall be considered severable, except for the release provisions of Section XV of this Agreement. If the Court finds the release provisions of this Agreement to be unenforceable or invalid after the Parties' efforts to resolve any issues addressed by the Court as specified in Section XVII(S), then this Agreement shall become null and void and Defendants shall have no obligation to make any payments pursuant to this Agreement. If the Court finds any provision other than the release provisions of Section XV, or part thereof, to be invalid or unenforceable for any reason, that provision, or part thereof, shall remain in full force and effect to the extent allowed by law, and all of the remaining provisions of this Agreement shall remain in full force and effect.

N. **Waiver**

No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

O. **Execution and Counterparts**

This Agreement, and any other documents required or contemplated to be executed to consummate this Agreement, may be executed in one or more counterparts, each of which shall be deemed an original of this Agreement. All counterparts of any such document together shall constitute one and the same instrument. Any party may sign and deliver this Agreement by signing on the designated signature block and transmitting that signature page via facsimile or as an attachment to an e-mail to counsel for the other party. Any signature made and transmitted by facsimile, email, DocuSign, or as an attachment to an e-mail for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party who transmits the signature page.

P. **Binding on Successors and Assigns**

This Agreement shall be binding upon, and shall inure to the benefit of the Parties, including Participating Class Members and PAGA Group Members, as well as their respective heirs, spouses, children, assigns, executors, administrators, successors, beneficiaries, subsidiaries, conservators, representatives, attorneys, estates, divisions and affiliated corporations and partnerships, past and present, and trustees, directors, officers, shareholders, partners, agents and employees, past and present, of the Parties.

Q. **California Law Governs**

All terms of this Agreement will be governed by and interpreted according to the laws of the State of California.

R. **Use and Return of Class Data**

Information provided to Class Counsel pursuant to Cal. Evid. Code §1152 or similar applicable privileges, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 60 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds and a written request is made by Defendants to Class Counsel, Plaintiffs shall destroy all paper and electronic versions of Class Data and other information or documents provided to Class Counsel in connection with the mediation or other settlement negotiations .

S. **Cooperation in Administration**

The Parties agree to fully cooperate with one another to accomplish the terms of this Agreement, including but not limited to, execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order, suggestion, or recommendation of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein. The Parties' efforts to continue to cooperate and make all best efforts to obtain approval of this Agreement shall only cease after the Parties have exhausted all opportunities to amend or modify this Agreement, including seeking the assistance of the mediator, and the filing of any motions to obtain approval of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

T. **All Terms Subject to Final Court Approval**

All amounts and procedures described in this Agreement herein will be subject to final Court approval.

U. **Disputes**

If the Parties have a dispute with regard to the language of this Agreement, they agree to first attempt to resolve the dispute informally through good-faith negotiations, but if those efforts are unsuccessful, the Court retains full jurisdiction to interpret, construe, and enforce the terms of this Agreement.

V. **Judgment and Continued Jurisdiction**

The Court shall retain jurisdiction pursuant to Code of Civil Procedure Section 664.6 over the implementation of this Agreement as well as any and all matters arising out of, or related to, the implementation of this Agreement and Settlement including post-judgment matters as may be appropriate under court rules or as set forth in this Agreement.

W. **Interim Stay of Proceedings**.

The Parties agree to refrain from further litigation, except such proceedings as necessary to seek and obtain preliminary and final settlement approval. If this Agreement is not finally approved, the Parties agree that they will revert to their positions in the Action prior to the time they entered into this Agreement, and no agreements set forth in this Agreement or any documents generated or orders issued related to this Agreement will be admissible in any future proceeding, in the Action or in any other action. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

[Signature Page Follows]

THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THE FOREGOING AGREEMENT AND ACCEPTS AND AGREES TO THE PROVISIONS CONTAINED THEREIN, AND HEREBY EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS CONSEQUENCES.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

PLAINTIFF

Kim Johnson (May 27, 2025 12:25 PDT)
Kimberly McGough, Plaintiff

Dated: May 27, 2025

DEFENDANTS

C.V. Ramana

Ampcus, Inc., Defendant
Name: RAMANA CHALLA
Title: COO

Dated: 05/29/2025

San Diego Gas & Electric Co., Defendant
Name:
Title:

Dated:

Sempra Energy, Defendant
Name:
Title:

Dated:

THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THE FOREGOING AGREEMENT AND ACCEPTS AND AGREES TO THE PROVISIONS CONTAINED THEREIN, AND HEREBY EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS CONSEQUENCES.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

PLAINTIFF

Kim Johnson (May 27, 2025 12:25 PDT)
Dated: May 27, 2025
Kimberly McGough, Plaintiff

DEFENDANTS

Dated: ____________
Ampcus, Inc., Defendant
Name:
Title:

Signed by:
46D90E97E6144A0...
Dated: 6/3/2025
San Diego Gas & Electric Co., Defendant
Name: Alexandra Taylor
Title: Sr Director - HR & Labor Relations

Dated: ____________
Sempra Energy, Defendant
Name:
Title:

THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THE FOREGOING AGREEMENT AND ACCEPTS AND AGREES TO THE PROVISIONS CONTAINED THEREIN, AND HEREBY EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS CONSEQUENCES.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

PLAINTIFF

Kim McGough
Kim Johnson (May 27, 2025 12:25 PDT) ________________ Dated: May 27, 2025
Kimberly McGough, Plaintiff

DEFENDANTS

______________________________ Dated: ____________________
Ampcus, Inc., Defendant
Name:
Title:

______________________________ Dated: ____________________
San Diego Gas & Electric Co., Defendant
Name:
Title:

Kelly McGavin ________________ Dated: 6/3/25
Sempra Energy, Defendant
Name: Kelly McGavin
Title: Sr. Director Talent & Culture

Approved as to form and agree to be bound by the confidentiality provisions in the Agreement:

MATERN LAW GROUP, PC

Dated: May 27, 2025

Dalia Khalili
Attorneys for Plaintiff Kimberly McGough and the Class

LIGHTGABLER, LLP

Dated: 5/29/2025

CN
Chancellor Nobles
Attorneys for Defendant Ampcus, Inc.

JONES DAY

Dated: 6/4/2025

Koree Wooley
Attorneys for Defendants San Diego Gas & Electric Company and Sempra Energy

EXHIBIT A

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 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 $______ (less withholding) and your Individual PAGA Payment is estimated to be $______. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Ampcus's records showing that you worked ______ workweeks during the Class Period and ____________ 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 ____________**	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 __ of this Notice. **If you want to opt out of the Class Settlement, you must follow the instructions on page __, section __ and mail or fax your request to opt out to the Settlement Administrator no later than [DATE]. Untimely opt out requests will be rejected.** **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 [DATE]**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing Set for _________	The Court's Final Approval Hearing is scheduled to take place on ______________. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks and/or Pay Periods **Written Challenges Must be Submitted by ______________**	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 disagree with these numbers, you must challenge them by ______________. See Section 4 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. Settlement Administration Costs: 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. Enhancement Award to the Plaintiff. 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.

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

Taxes Owed on Payments to Class Members. 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.

4. 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 Ampcus will not pay any money and Class Members will not release any claims against Defendants.

6. Administrator. 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 on or before the date of preliminary settlement approval.

Remainder of This Page Left Blank Intentionally; Continued on Next Page

PAYMENT DETAILS

9. <u>How Will The Administrator Calculate My Payment?</u>

<u>Individual Settlement Payments</u>
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.

<u>Individual PAGA Payment</u>

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.

10. <u>Workweek Challenges</u>. 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 _______________ 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. <u>How Will I Get Paid?</u>

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. <u>Your Settlement Payment will be mailed to the last known address the Settlement Administrator has on file for you</u>**.

12. <u>When Can I Expect To Receive My Settlement Payment?</u>

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 [phone number]. 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 ______________, 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 ___on or before [RESPONSE DEADLINE]. You may also return it by faxing to [FAX NUMBER]. 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 _______ days before the ______________ 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 ___________________________ or the Court's website ___________________________. 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 ______________. 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 1100 Union Street, San Diego, California 92101 on [DATE], at [TIME]. 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:
To join by phone:

The Court may reschedule the Final Approval Hearing without further notice to Class Members. You should check the Administrator's website ______________________________ 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 _______________[url address], 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 ___________________. 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 [ ], 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 ________________________, where you will find links to these documents.

Class Counsel Contact Information:	**Settlement Administrator Contact Information**
Matern Law Group, PC Matthew J. Matern Dalia Khalili Telephone: (310) 531-1900 Fax: (310) 531-1901	TBD

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