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Clerk of the Superior Court

SEP 12 2025

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

KIMBERLY MCGOUGH, individually and on
behalf of all others similarly situated and
aggrieved,

Plaintiff,

vs.

SAN DIEGO GAS & ELECTRIC COMPANY,
a California corporation; SEMPRA ENERGY, a
California corporation; AMPCUS, INC., a
Virginia Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 37-2022-00051750-CU-OE-
CTL

CLASS ACTION

[Assigned For All Purposes to Hon. Judge
Joel R. Wohlfeil, Dept. C-73]

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: September 12, 2025
Time: 9:00 a.m.
Dept.: C-73

Action Filed: December 27, 2022

1 Plaintiff Kimberly McGough's ("Plaintiff") Motion for Preliminary Approval of Class Action
2 and PAGA Settlement came on regularly for hearing on September 12, 2025 at 9:00 a.m., the
3 Honorable Joel R. Wohlfeil presiding. Having reviewed Plaintiff's motion and all papers submitted
4 in support thereof, including the Class Action and PAGA Settlement Agreement and Class Notice
5 ("Agreement"), and good cause appearing, the Court hereby finds and orders as follows:

6 1. This Order incorporates by reference the Agreement and unless indicated otherwise, all
7 capitalized terms used herein will have the same meaning as set forth in the Agreement (attached as
8 Exhibit B to the Declaration of Dalia Khalili).

9 2. The Court finds on a preliminary basis that the Settlement memorialized in the
10 Agreement appears to be fair, adequate, and reasonable, falls within the range of reasonableness, and
11 is in the best interests of the absent class members, and therefore meets the requirements for
12 preliminary approval.

13 3. The Court further finds that Plaintiff conducted extensive investigation and research,
14 and that Plaintiff was able to reasonably evaluate her positions and the strengths and weaknesses of
15 her claims and her ability to certify them. Plaintiff has provided the Court with enough information
16 about the nature and magnitude of the claims being settled, as well as the impediments to recovery, to
17 make an independent assessment of the reasonableness of the terms to which the Parties have agreed.

18 4. The Court find that the Settlement was reached through extensive arms-length
19 negotiations, sufficient investigation and discovery allowed Class Counsel to act knowledgeably in
20 reaching the Settlement, and Class Counsel is highly experienced in similar wage-and-hour class
21 litigation. Accordingly, a presumption of fairness exists. *Wershba v. Apple Comput., Inc.* 91 Cal.
22 App. 4th 224, 244-45 (2001). Preliminary approval of the class action settlement is also appropriate
23 because the proposed non-reversionary settlement fund outlined in the Settlement is fair, adequate,
24 and well within the range of reasonableness.

25 5. The Court provisionally certifies for settlement purposes only the following Class: all
26 non-exempt Ampcus Inc. ("Ampcus") employees that provided services to San Diego Gas & Electric
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28

1 Co. ("SDGE) or Sempra Energy ("Sempra") or to Ampcus on an SDGE or Sempra project in
2 California at any time from December 27, 2018 through April 22, 2025 (the "Class Period").

3 6. The Court finds, for purposes of settlement only, that the class meets the requirements
4 for certification under California Code of Civil Procedure § 382 in that: (1) the class is so numerous
5 that joinder of all members is impractical; (2) there are questions of law and fact that are common to
6 the Class Members which predominate over individualized issues; (3) Plaintiff's claims are typical of
7 the claims of the Class Members; (4) Plaintiff and her counsel will fairly and adequately protect the
8 interests of the Class Members; and (5) a class action is superior to other available methods for the
9 fair and efficient adjudication of the controversy.

10 7. If, for any reason, the Settlement is not finally approved, the fact that the Parties were
11 willing to stipulate to certification of a class as part of the Agreement shall have no bearing on, and
12 shall not be admissible in connection with, this Action or the issue of whether a class should be
13 certified in a non-settlement context.

14 8. The Court also concludes that the relief provided by the Settlement for the PAGA
15 Group Members' PAGA claims is fair and reasonable and is consistent with the underlying purpose
16 of the statute to benefit the public. *Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56 (2021); Labor
17 Code § 2699(l).

18 9. The Court provisionally appoints, for settlement purposes only, Plaintiff Kimberly
19 McGough as class representative.

20 10. The Court provisionally appoints, for settlement purposes only, Plaintiff as PAGA
21 representative on behalf of the State of California and the PAGA Group Members.

22 11. The Court provisionally appoints, for settlement purposes only, Matthew J. Matern,
23 Dalia Khalili, and Joshua D. Boxer of Matern Law Group, PC as Class Counsel.

24 12. The Court appoints ILYM Group, Inc. as the Administrator.

25 13. The Court approves as to form and content the Court Approved Notice of Class Action
26 Settlement and Hearing Date for Final Court Approval ("Class Notice") and the plan for distribution
27 of the Class Notice to the Class Members. The Court finds that the notice plan as set forth in the
28

1 Agreement is the best means practicable under the circumstances for providing notice to the Class
2 Members, and when completed, shall constitute due and sufficient notice of the class action, the
3 proposed Settlement, and the final approval hearing to all persons entitled to such notice, in full
4 compliance with due process and the notice requirements of California Code of Civil Procedure §
5 877.6. The Court directs the mailing, by First-Class U.S. mail, of the Class Notices to Class Members
6 in accordance with the schedule set forth below and the other procedures described in the Settlement
7 Agreement.

8 14. The Court approves the procedures for submitting a Request for Exclusion from the
9 class action portion of the Settlement and for submitting objections to the Settlement, as described in
10 the Settlement Agreement and incorporated herein by reference.

11 15. The Court sets a settlement hearing for final approval of the Settlement Agreement on
12 3-13-2025, at 9:00 a.m./p.m. in Department 13 of this Court ("Final Approval
13 Hearing") to determine whether the proposed settlement of this action is fair, reasonable and adequate
14 and should be finally approved. The Court will also consider at the Final Hearing whether applications
15 for Plaintiff's attorneys' fees and costs and class representative enhancement award to Plaintiff should
16 be granted and, if so, in what amounts.

17 16. Pending the Final Approval Hearing, all proceedings in this Action, except those
18 proceedings necessary to implement and complete the Settlement and carry out or enforce the terms
19 and conditions of the Settlement Agreement and this Order, and enter the Final Order and Judgment,
20 are stayed.

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17. The Court sets the following implementation schedule:

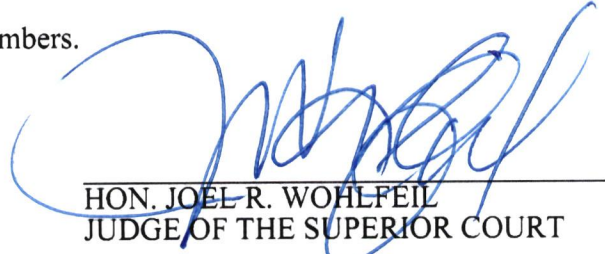
Deadline for Ampcus to provide the Class Data to the Administrator	_____ (30 calendar days after entry of Preliminary Approval Order)
Deadline for the Administrator to mail Class Notices to Class Members	_____ (14 calendar days after receiving the Class Data from Defendants)
Deadline for Class Members to object to Settlement or request exclusion ("Response Deadline")	_____ (60 days after Class Notice is mailed by the Administrator to Class Members)
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement and respond to any objections	_____ (no later than 16 court days before the Final Approval Hearing)
Final Approval Hearing	_____

18. In the event Final Approval is denied, this Order will be null and void. No class will be certified and all other orders contained herein will be null and void.

19. The Court expressly reserves the right to continue or adjourn the final approval hearing without further notice to the Class Members.

IT IS SO ORDERED.

DATED: 9-12, 2025



HON. JOEL R. WOHLFEIL
JUDGE OF THE SUPERIOR COURT