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F I L E D
San Diego Superior Court

MAY 27 2026

Clerk of the Superior Court
By: Y. Mapula, Deputy

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

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

13 Plaintiff,

14 vs.

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

20 Defendants

Case No. 37-2022-00051750-CU-OE-CTL

CLASS ACTION

[Assigned for all purposes to the Hon. Judge
Michael D. Washington, Dept. C-73]

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL AND JUDGMENT**

[Filed concurrently with Plaintiff's Motion for
Final Approval; Declarations of Kimberly
McGough, Dalia Khalili and Amanda Howard]

Date: March 13, 2026
Time: 9:00 a.m.
Dept.: C-73

Action Filed: December 27, 2022

1 4. The Court finally certifies, for settlement purposes only, the following Class, Settlement
2 Class, or Class Members:

3 All current and former non-exempt Ampcus Inc. (“Ampcus”) employees
4 that provided services to San Diego Gas & Electric Company (“SDGE”) or
5 Sempra Energy (“Sempra”) or to Ampcus on an SDGE or Sempra project
6 in California at any time from December 27, 2018 through April 22, 2025
7 (the “Class Period”).

8 5. The PAGA Group is defined as follows:

9 All current and former non-exempt Ampcus employees that provided
10 services to SDGE or Sempra or to Ampcus on an SDGE or Sempra project
11 in California at any time between October 23, 2021 and April 22, 2025 (the
12 “PAGA Period”).

13 6. The Court finds that no Class Members objected to the Settlement. There is a total of 27
14 participating Class Members. No Class Members timely submitted a request for exclusion.

15 7. The Court-approved Notice of Class Action and PAGA Settlement (“Class Notice”)
16 provided to the Class Members conforms with the requirements of Code of Civil Procedure section 382,
17 Civil Code section 1781, California Rules of Court, rules 3.766 and 3.769, the California and United
18 States Constitutions, and any other applicable law, and constitutes the best notice practicable under the
19 circumstances, by providing individual notice to all Class Members who could be identified through
20 reasonable effort, and by providing due and adequate notice of the proceedings, the matters set forth
21 therein, and the terms of the Settlement. The Class Notice fully satisfies the requirements of due process.

22 8. The Court finds that a full opportunity has been afforded to Class Members to object to
23 the Settlement and participate in the Final Approval Hearing, and all Class Members and other persons
24 wishing to be heard have been heard and/or had an opportunity to be heard. Class Members have had a
25 full and fair opportunity to exclude themselves from the Settlement or object to the Settlement.
26 Accordingly, the Court determines that all Class Members who did not timely request exclusion from
27 the Settlement (“Participating Class Members”) are bound by this Final Approval Order and Judgment.

28 9. The settlement of civil penalties under PAGA in the total amount of twenty-five thousand
dollars (\$25,000.00) is approved. The PAGA Settlement Amount shall be allocated from the Gross
Settlement Amount and distributed as follows: 25% (\$6,250.00) to PAGA Group Members and 75%
(\$18,750.00) to the California Labor and Workforce Development Agency (“LWDA”).

1 10. The Court confirms the appointment of Plaintiff Kimberly McGough as the Class
2 Representative and PAGA representative, for the purposes of settlement only. In addition to any
3 recovery that Plaintiff is eligible to receive under the Settlement as a Class Member, the Court approves
4 and orders an Enhancement Payment to Plaintiff in the amount of \$10,000.00 from the Gross Settlement
5 Amount for her role and service as the Class Representative, and for the risks and work attendant to that
6 role.

7 11. The Court confirms the appointment of Matern Law Group, PC as Class Counsel for the
8 purposes of settlement only. The Court finds that Class Counsel are experienced in wage and hour class
9 action litigation, have no apparent conflicts of interest with Plaintiff or other Class Members, and have
10 the requisite qualifications, experience and skill to protect and advance the interests of the Class. The
11 Court approves and orders the payments to Class Counsel from the Gross Settlement Amount in the
12 amount of \$87,500, which is approximately thirty five percent of the Gross Settlement Amount, and
13 verified litigation costs of \$44,510.60. The Court finds that these amounts are reasonable considering
14 the benefits provided to the Class.

15 12. The Court confirms the appointment of ILYM Group, Inc. as the Settlement
16 Administrator, who has fulfilled its initial notice and reporting duties. The Court approves and orders
17 the payment to the Settlement Administrator in the amount of \$3,850.00 from the Gross Settlement
18 Amount for its services and costs of administering the Settlement.

19 13. The parties, their counsel, and the Settlement Administrator are ordered to administer the
20 settlement in accordance with the terms of the Settlement Agreement.

21 14. Plaintiff and all participating Class Members shall release claims against all Released
22 Parties as follows:

- 23 a. **“Released Parties”** means Defendants Ampcus, SDGE, and Sempra, and their
24 respective former and present parents, subsidiaries, affiliated corporations and
25 entities, clients, and vendors and independent contractors through which Defendants
26 conduct business, and each of their respective current, former, and future officers,
27 directors, members, managers, employees, consultants, vendors, independent
28 contractors, clients, partners, shareholders, joint venturers and third-party agents, and

1 any successors, assigns, legal representatives, or any individual or entity which could
2 be jointly liable with Defendants and all persons or entities acting by, through, under,
3 or in concert with any of them.

4 **b. Release of Claims by Plaintiff and Class Members.** Upon the Effective Date, and
5 the Settlement Administrator's receipt of the Gross Settlement Amount and the
6 Defendant's portion of payroll taxes, Plaintiff and each Participating Class Member,
7 on behalf of themselves, their heirs, spouses, executors, administrators, attorneys,
8 assigns, agents, and any entities or businesses in which any of them have a controlling
9 ownership interest, shall fully and finally release and discharge the Released Parties
10 from all applicable claims, rights, demands, liabilities, and causes of action, whether
11 known or unknown, arising from the claims pled in the Action or that could have
12 been asserted based on the facts alleged or theories asserted in the Action against
13 Defendants, including, but not limited to, claims for: failure to pay minimum wages
14 and overtime wages (California Labor Code §§ 200, 201-204, 226, 510, 558, 1182.12,
15 1194, 1197, 1197.1, 1198, IWC Wage Order No. 1-2001 §§ 3, 4); failure to provide
16 meal and rest periods (California Labor Code §§ 226.7, 510, 512, 558, 1194, 1197;
17 IWC Wage Order No. 1-2001 § 11, 12); failure to reimburse all necessary business
18 expenses (California Labor Code § 2802); failure to maintain required records
19 (California Labor Code §§ 226, 226.3, 1174, 1174.5, and IWC Wage Order No. 1-
20 2001 § 7); failure to provide accurate wage statements (California Labor Code §§
21 226; 226.3, 1174, 1174.5, IWC Wage Order No. 1-2001 § 7); failure to pay timely
22 wages during employment (California Labor Code §§ 200, 204, 210, 226, 558, 1194,
23 1197.1); failure to timely pay all wages at termination (California Labor Code §§
24 200, 201, 202, 203, 1194); unfair competition in violation of California Business and
25 Professions Code section 17200 et seq.; violations of California Labor Code §§ 201,
26 202, 203, 204, 210, 218.6, 221, 225.5, 226, 226.3, 226.7, 510, 512, 1174, 1174.5,
27 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, IWC Wage Order No. 1-2001, or 4-
28 2001, § 20, based on the foregoing claims); and any damages, penalties, restitution,

1 disgorgement, interest, costs, or attorneys' fees as a result thereof ("**Released**
2 **Claims**"). The Released Claims do not include claims to enforce the Settlement
3 Agreement or claims that may not be released as a matter of law, including, for
4 example, claims for vested benefits under an ERISA, 401(k), or similar plan,
5 wrongful termination, violation of the Fair Employment and Housing Act,
6 unemployment insurance, disability, social security, workers' compensation, or
7 claims based on facts occurring outside of the Class Period.

- 8 i. This settlement and the judgment entered thereon shall have res judicata effect
9 precluding Plaintiff and the Participating Class Members from initiating any
10 other proceedings regarding claims released pursuant to this Agreement.
11

12 15. Upon the Effective Date, and the Settlement Administrator's receipt of the total Gross
13 Settlement Amount, Plaintiff, PAGA Group Members, and the State of California shall release PAGA
14 claims as follows:

- 15 a. **Release of PAGA Claims.** For the avoidance of doubt, PAGA Group Members have
16 no opt out rights as to the PAGA portion of the settlement of the Actions.
17 Accordingly, upon the Effective Date, in consideration of the PAGA Settlement
18 Amount, Plaintiff, on behalf of herself and the State of California, and all PAGA
19 Group Members, waive, fully release and forever discharge the Released Parties from
20 any and all claims under PAGA arising from the claims pled in the Action, or
21 Plaintiff's LWDA letter, or that could have been asserted based on the facts alleged
22 or theories asserted in the Action against Defendants, including, but not limited to,
23 claims for: failure to pay minimum wages and overtime wages (California Labor
24 Code §§ 203, 226, 510, 558, 1182.12, 1194, 1197, 1197.1, 1198, IWC Wage Order
25 Nos. 1-2001, or 4-2001, §§ 3, 4); failure to provide meal and rest periods (California
26 Labor Code §§ 226.7, 510, 512, 558, 1194, 1197; IWC Wage Order No. 1-2001, or
27 4-2001, § 11, 12); failure to reimburse all necessary business expenses (California
28 Labor Code §§ 2802); failure to maintain required records (California Labor Code §§

1 226, 226.3, 1174, 1174.5, and IWC Wage Order No. 1-2001, or 4-2001, § 7); failure
2 to provide accurate wage statements (California Labor Code §§ 226; 226.3, 1174,
3 1174.5, IWC Wage Order No. 1-2001, or 4-2001, § 7); failure to pay timely wages
4 during employment (California Labor Code §§ 200, 204, 210, 226, 558, 1194,
5 1197.1); failure to timely pay all wages at termination (California Labor Code §§
6 200, 201, 202, 203, 1194); and that arose on or before the date of preliminary
7 settlement approval.

8 16. **General Release by Plaintiff.** In addition to the Class Member Release of Claims and
9 Release of PAGA Claims, upon the Effective Date, Plaintiff shall be fully and irrevocably bound by all
10 terms and conditions of the General Release as set forth in Section XV(C) of the Settlement Agreement,
11 which is incorporated herein by reference. The General Release includes, without limitation, a knowing
12 and voluntary waiver of all rights under California Civil Code Section 1542. The General Release set
13 forth in Section XV(C) of the Settlement Agreement shall be enforceable as a binding obligation of
14 Plaintiff, and this Final Judgment shall constitute a full and complete bar to any claims, known or
15 unknown, that are within the scope of the General Release.

16 17. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise
17 provided for in the Settlement and approved by the Court.

18 18. The Court finds that the estimated Net Settlement Amount of \$79,139.40 (i.e., the amount
19 remaining after the following costs are deducted from the \$250,000.00 Gross Settlement Amount that
20 will be paid to resolve this Action, on a non-claims-made and non-reversionary basis: (1) attorney fees
21 of \$87,500 and \$44,510.60 in litigation costs; (2) settlement administration fees not to exceed \$3,850.00;
22 (3) \$10,000 Enhancement Payment to Plaintiff, and (4) \$25,000.00 for penalties under PAGA) is fair
23 and reasonable. The Court further finds that the methodology used to calculate Individual Settlement
24 Payments to Participating Class Members and Individual PAGA Payments to PAGA Group Members
25 is fair and reasonable. The Court thus authorizes the Settlement Administrator to pay settlement
26 allocations in accordance with the terms of the Settlement. Ampcus shall ensure a wire transfer to a bank
27 account designated by the Settlement Administrator no later than fourteen (14) calendar days after the
28 Effective Date (as that term is defined in the Settlement) for the Gross Settlement Amount plus

1 Ampcus’s separate portion of the employer-side payroll taxes.

2 19. Payment of Individual Settlement Payments and Individual PAGA Payments shall be
3 sent by the Settlement Administrator via First Class U.S. Mail within thirty (30) days after the Effective
4 Date. Payment to Class Counsel for its attorneys’ fees and costs and payment to the LWDA will be due
5 within thirty (30) days after the Effective Date. Checks shall be valid for 180 calendar days from the
6 date of mailing (the “Check Cashing Deadline”), and the face of each check shall prominently state the
7 Check Cashing Deadline, when the check will be voided. Class Members who do not cash their
8 settlement checks within 180 calendar days after mailing by the Settlement Administrator shall still be
9 bound by the Settlement and the release of claims provided therein. It shall be presumed that each Class
10 Member received his, her, or their Individual Settlement Payment (and PAGA Group Member payment,
11 if applicable) on the date the payment was deposited in the United States mail, unless the payment is
12 returned to the Settlement Administrator within the Check Cashing Deadline. Any check returned by
13 the post office with a forwarding address will be re-mailed within five (5) calendar days by the
14 Settlement Administrator to that forwarding address via First Class U.S. Mail. If no forwarding address
15 is provided, the Settlement Administrator shall attempt to determine the correct address using all
16 reasonably available sources, methods, and means, including, but not limited to, the “National Change
17 of Address Database”, skip traces, and direct contact by the Settlement Administrator with Participating
18 Class Members, and it shall then perform a re-mailing within seven (7) calendar days of receiving a
19 returned check. The Settlement Administrator need not take further steps to deliver checks to
20 Participating Class Members whose re-mailed checks are returned as undelivered.

21 20. Pursuant to California Code of Civil Procedure section 384, following the expiration of
22 the 180-day Check Cashing Deadline, should there be any uncashed checks, the Settlement
23 Administrator shall transmit those amounts to the California Controller’s Unclaimed Property Fund in
24 the name of each Participating Class Member and/or PAGA Group Member who failed to cash their
25 individual check prior to the void date.

26 21. This document shall constitute a Judgment for purposes of California Rules of Court,
27 Rule 3.769(h).

28 22. This Final Approval Order and Judgment is intended to be a final disposition of the

1 Action in its entirety and is intended to be immediately appealable. This final judgment resolves and
2 extinguishes all claims released by the Settlement against Defendants and the Released Parties.

3 23. The obligations set forth in the Settlement are deemed part of this Final Approval Order
4 and Judgment, and the Parties are ordered to carry out the Settlement according to its terms and
5 provisions.

6 24. Following entry of this Final Approval Order and Judgment, and without affecting the
7 finality thereof, pursuant to Code of Civil Procedure section 664.6 and Rules of Court, Rule 3.769(h),
8 the Court shall retain exclusive and continuing jurisdiction over the above-captioned action and the
9 Parties, including all Class Members and PAGA Group Members, solely for purposes of (i) enforcing
10 this Settlement, (ii) addressing settlement administration matters, and (iii) addressing such post-
11 Judgment matters may be appropriate under court rules or applicable law.

12 25. The Settlement is finally approved but is not an admission by Defendants or the Released
13 Parties of the validity of any claims in this Action, or of any wrongdoing by Defendants or the Released
14 Parties or of any violation of law. Neither this Order, the Settlement Agreement, nor any related
15 document or action taken to carry out the Settlement may be construed as, or may be used as, an
16 admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability whatsoever
17 by or against Defendants or the Released Parties, nor shall be offered or received in evidence in any
18 civil, criminal, or administrative action or proceeding other than such proceedings as may be necessary
19 to consummate or enforce the Settlement. Nothing in the Settlement or this Order is intended to
20 extinguish or waive Defendants' rights to continue to oppose the merits of the claims in this Action or
21 class treatment of the claims in the Action if the Settlement fails to become Effective as defined in the
22 Settlement.

23 26. The Final Accounting Hearing will occur on January 29, 2026. The final
24 accounting status report and declaration by the Settlement Administrator regarding the completion of
25 settlement distribution activities, finished after completion of the distribution process, must be filed by
26 Class Counsel at least nine (9) court days before the final accounting hearing.

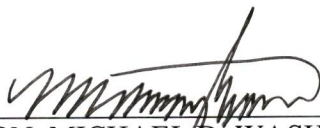
27 27. The Settlement Administrator shall post the Order and Judgment of Final Approval on
28 the Settlement Administrator's website (<https://ilymgroup.com/Ampcus>) within seven (7) calendar days

1 after entry of Order and Judgment. The Settlement Administrator shall post a copy of the Order and
2 Judgment of Final Approval for one hundred eighty (180) calendar days on its website in compliance
3 with Rule 3.771(b) of the California Rules of Court in order to provide notice to the Class Members of
4 this Judgment.

5 28. The Court hereby enters judgment in accordance with the Settlement Agreement, the July
6 21, 2025 Order Granting Preliminary Approval of Class Action and PAGA Settlement Agreement, and
7 this Order and Judgment of Final Approval.

8 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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10 DATED: May 27, 2026

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13 HON. MICHAEL D. WASHINGTON
14 Judge of the Superior Court
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