SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE, CIVIL COMPLEX CENTER

COREY LOGUE, Plaintiff, vs. JHA REMEDIATION, LLC, et al., Defendants.	Case No.: 30-2024-01401183-CU-OE-CXC *Assigned for all purposes to:* The Hon. Layne H. Melzer Dept. CX102 **[PROPOSED] ORDER AND JUDGMENT FOR APPROVAL OF PAGA SETTLEMENT** Hearing: June 11, 2026 Time: 2:00 P.M. Filed on: May 21, 2024 Trial date: Not set

TO ALL PARTIES BY THEIR COUNSEL OF RECORD:

The Court, having considered the pleadings, arguments of counsel, and all the files, records, and proceedings herein, hereby GRANTS the joint motion of the parties for approval of PAGA settlement. Now, therefore, IT IS HEREBY ORDERED:

1. All terms used herein shall have the same meaning as defined in the Settlement Agreement attached hereto as Exhibit 1.

2. The Court hereby approves the terms set forth in the PAGA Settlement Agreement and finds that the PAGA Settlement Agreement is, in all respects, fair, adequate, and reasonable and orders the Parties to effectuate the PAGA Settlement Agreement according to its terms. The Court finds that the PAGA Settlement Agreement has been reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and their attorneys were able to reasonably evaluate their respective positions. The Court also finds that settlement now will avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed the monetary recovery being provided as part of the Settlement, including the gross settlement value of $115,000.00, and recognizes the significant value accorded to PAGA Settlement Group Members.

3. The Court further finds and determines that the terms of the PAGA Settlement are fair, reasonable, and adequate to the PAGA Settlement Group Members and to each PAGA Settlement Group Member and that the Settlement is ordered finally approved, and that all terms and provisions of the Settlement shall be and hereby are ordered to be performed as set forth in the PAGA Settlement Agreement.

4. The PAGA Settlement Agreement is not an admission by Defendants or by any other Released Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing by Defendants or any other Released Party. Neither this Order and Judgment, the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the PAGA Settlement Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants or any of the other Released Parties.

5. Payment to each PAGA Settlement Group Member shall be made pursuant to the procedure described in the PAGA Settlement Agreement.

6. The Court hereby confirms Lilit Solmer and Thomas Solmer of Solmer Law Corporation as PAGA Counsel.

7. The Court hereby approves the payment to the California Labor and Workforce Development Agency of $51,351.19, representing 75% of PAGA penalty of $68,468.25, as its share of the settlement of civil penalties under the Private Attorneys General Act, and that it is fair, reasonable, and appropriate. The Court hereby orders Defendant to pay this amount in accordance with the PAGA Settlement Agreement. The Court hereby orders Defendant to pay the remaining Individual Penalty Payments ($17,117.06) in accordance with the PAGA Settlement Agreement.

8. The Court hereby awards attorneys' fees in the amount of $38,295.00 to PAGA Counsel for their attorneys' fees and $4,786.75 for costs incurred. This award fully satisfies all fees and costs incurred by PAGA Counsel which represented Plaintiff and the PAGA Settlement Group Members in this proceeding.

9. The Court hereby confirms the appointment of ILYM Group, Inc., as the Settlement Administrator and awards claims administration fees in the amount of $3,450.00. The Court directs distribution of settlement benefits by the Settlement Administrator in accordance with the PAGA Settlement Agreement and this Order and Judgment. Any amounts hereby allocated for settlement administration in excess of the final fee charged by ILYM Group, Inc. will revert to the PAGA Penalty share and be distributed 75% percent to the LWDA and 25% to aggrieved employees, in accordance with the PAGA Settlement Agreement.

10. Defendant and the other Released Parties shall have no further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided in the PAGA Settlement Agreement.

11. The Court incorporates by reference the PAGA Notice dated March 5, 2024 attached hereto as Exhibit 2.

12. The Court further approves the Notice to be sent to the PAGA Settlement Group Members attached hereto as Exhibit 3. The settlement administrator is ordered to give notice of entry of judgment to the aggrieved employees.

13. The Parties are hereby ordered to comply with the terms of the PAGA

Settlement Agreement. The court orders the parties and the settlement administrator to administer the settlement in accordance with the terms of the settlement agreement.

14. The Parties shall bear their own costs and attorneys' fees except as otherwise expressly set forth in the PAGA Settlement Agreement and this Order and Judgment.

15. No person shall have any claim against any of the Parties, Defense Counsel, and/or Plaintiff's Counsel, based on the distribution of the Settlement Sum (including, without limitation, the Fee Amount, the LWDA Penalty Payment, and/or the Net Individual Penalty Payments) made in accordance with this Order and Judgment and the PAGA Settlement Agreement.

16. Without affecting the finality of this Order and Judgment in any way, the Court shall have and retain continuing jurisdiction under California Code of Civil Procedure section 664.6, over this Action, over all Parties and the PAGA Settlement Group Members, including after the entry of this Order and Judgment, to the fullest extent necessary to interpret, enforce and effectuate the terms and intent of the PAGA Settlement Agreement and this Order and Judgment.

17. A hearing for a final accounting of the distribution of settlement funds shall be held on __________________ at ___________ in Department CX102 of the above-entitled Court. Counsel for Plaintiff shall submit a final administrator's report at least 9 court days before the hearing addressing the status of the settlement administration, including the actual amounts paid to the aggrieved employees and the other amounts distributed under the settlement, including any uncashed checks.

Dated:

____
Hon. Layne H. Melzer
JUDGE OF SUPERIOR COURT

Exhibit 1

Exhibit 1

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 *ET SEQ.*) SETTLEMENT AGREEMENT

Subject to the approval of the Court, this Settlement Agreement ("Settlement Agreement" or "Settlement") is made and entered into between Plaintiff Corey Logue, acting in a private attorney general capacity, on behalf of the State of California on behalf of himself and all PAGA Group Members, and Defendants JHA Remediation LLC and JHA Environmental, Inc. (collectively, the "Parties").

I. DEFINITIONS

The following terms, when used in this Settlement Agreement, shall have the following meanings:

1. "Action" means the matter entitled Corey Logue v. JHA Remediation LLC and JHA Environmental, Inc., pending in the Orange County Superior Court of the State of California, Case No. 30-2024-01401183-CU-OE-CXC.

2. "Complaint" means the Complaint in the Action in which Plaintiff alleges a representative a Private Attorneys General Act ("PAGA") claim for PAGA penalties against Defendants.

3. "Defendants" means JHA Remediation LLC, and JHA Environmental, Inc.

4. "Effective Date" of the Settlement means the date upon which the Court enters the Final Order.

5. "Final Order" means: (1) the Court order entered approving of this Agreement on substantially the terms provided herein or as may be modified by subsequent agreement of the Parties and entry of judgment; and (2) the Court retaining jurisdiction over the enforcement, jurisdiction over the enforcement, implementation, construction, administration, and interpretation of the Settlement.

6. "Agreement" means this PAGA settlement agreement.

7. "PAGA Gross Settlement Sum" is the sum of One Hundred Fifteen Thousand Dollars and Zero Cents ($115,000.00), which represents the total amount payable by Defendants under this Settlement Agreement for the release of the PAGA Released Claims and includes payments to all PAGA Group Members, payment to the LWDA, payment of Plaintiff's attorneys' fees and costs, and payment to the Settlement Administrator.

8. "Individual PAGA Payment" means the pro rata amount to be paid to each PAGA Group Member from the twenty-five percent (25%) portion of the PAGA Payment allocated to employees; such individual share to be based on the number of pay periods during which a PAGA Group Member worked for JHA Remediation LLC and/or JHA Environmental, Inc., during the PAGA Period.

9. "LWDA" means the California Labor and Workforce Development Agency.

10. "LWDA Letter" means the letter Plaintiff Corey Logue submitted to the LWDA on March 5, 2024.

11. "Net Settlement Amount" or "PAGA Payment" is the amount remaining to distribute to the LWDA and PAGA Group Members after the following amounts, if approved by the Court, are subtracted from the PAGA Gross Settlement Sum: (a) Plaintiff's Attorneys' Fees of up to 33 1/3% of the PAGA Gross Settlement Sum ($38,295.00); (b) Plaintiff's Costs of ($4,786.75); and (c) PAGA Settlement Administration cost of Three Thousand Four Hundred Fifty Dollars Even ($3,450.00).

12. "Parties" means Plaintiff and Defendant.

13. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code section 2698, *et seq.*

14. "PAGA Period" means the time period from March 6, 2023, through September 12, 2025. As of September 12, 2025, JHA Remediation LLC, and JHA Environmental, Inc., estimated there were approximately 1,874 weekly pay periods worked during the PAGA Period by approximately 40 PAGA Group Members. Final updated figures will be provided to the Settlement Administrator following the approval of the settlement.

15. "PAGA Group Members" means and includes all current and former non-exempt employees who worked for JHA Remediation LLC, and/or JHA Environmental, Inc., in the State of California from March 6, 2023, through September 12, 2025.

16. "Plaintiff" means Corey Logue.

17. "Plaintiff's Counsel" or "PAGA Counsel" means Thomas Solmer (291191), Lilit Solmer (289727), Solmer Law Corporation, located at 4000 Barranca Parkway, Ste. 250, Irvine, California 92614.

18. "QSF" means qualified settlement fund.

19. "PAGA Released Claims" means Plaintiff's claim for PAGA penalties that: (1) arose or may be alleged to have arisen at any time from March 6, 2023 through September 12, 2025, and (2) that are based on any of the facts or violations alleged in the Complaint or LWDA Letter, including claims for PAGA civil penalties under or based on any alleged violations of Labor Code sections: 203, 204, 226, 226.7, 510, 512, 1197, and 2699, *et seq*., the violation of any Industrial Welfare Commission Order, and any other claims asserted in the Action and operative Complaint.

20. "Released Parties" means Defendant JHA Remediation LLC, and JHA Environmental, Inc., and their past and present officers, directors, shareholders, unit holders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys from all claims, demands, rights and liabilities as set forth above.

21. "Settlement Administrator" means ILYM Group, Inc.

22. "PAGA Settlement Administration Costs" means the cost of Three Thousand Four Hundred Fifty Dollars Even ($3,450.00), to be paid to the Settlement Administrator for administering the Settlement, including sending checks and Settlement Notices to the PAGA Group Members.

23. "Settlement Notice" means a letter to be sent by the Settlement Administrator to PAGA Group Members, explaining the terms of payment and released claims.

II. FACTUAL BACKGROUND

1. On March 5, 2024, Plaintiff served a letter to the LWDA and Defendants JHA Remediation LLC and JHA Environmental, Inc., providing notice of the alleged violations of the California Labor Code and Industrial Welfare Commission Orders in accordance with the requirements of Labor Code section 2699.3(a). The March 5th Letter alleged that Defendants had violated California Labor Code sections 203, 204, 226, 226.7, 510, 512, 1197, and 2699, *et seq*., and also alleged violations of section 11 of the applicable Industrial Welfare Commissions Wage Order. To the date of signing this agreement, the LWDA has not advised Plaintiff of any investigation of the alleged violations.

2. On May 21, 2024, Plaintiff filed the Action, pursuant to PAGA, on behalf of the State of California and other aggrieved employees alleging multiple violations of the California Labor Code and Industrial Welfare Commission Wage Orders by Defendant.

3. This Agreement sets forth the terms and conditions of the resolution of PAGA Claims asserted on behalf of the State of California and the PAGA Group Members. Defendants generally deny all of Plaintiff's allegations in the Action, including all PAGA claims, and further specifically denies that Defendants or any of the Released Parties committed or engaged in any misconduct, statutory or regulatory violations, wrongdoing, or other actionable conduct of any kind.

4. The Parties recognize that the issues presented in this matter are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay and expense disproportionate to the potential benefits of litigation. The Parties have taken into account the risk and uncertainty of the litigation.

5. Plaintiff and Plaintiff's Counsel have diligently pursued an investigation of the PAGA Group Members' PAGA penalty claims against Defendants. The Parties engaged in a substantial exchange of information via pre-mediation disclosures, including through an exchange of documents like the time and pay records, relevant written policies and practices, a 100% sampling of all timekeeping and payroll records of PAGA Group Members from July 2023 through February 2025 (estimating that this sample constitutes approximately 67% of the total PAGA Period), the number of employees of Defendants and number of pay periods affected by the PAGA Claims and policies regarding the same.

6. The Parties arrived at the settlement in extensive, arms-length negotiation, taking into account all relevant factors, present and potential, including strengths and weaknesses of their respective positions, time, expenses and risks associated with litigation through judgment. On September 12, 2025, the Parties engaged in a one-day mediation session with experienced PAGA

mediator, Mark Lemke, Esq. After an arms-length negotiation facilitated by Mediator Lemke, the Parties reached this Settlement, subject to Court approval.

7. This Settlement contemplates the entry of an Order by the Court approving the payment allocated for settlement of PAGA penalties to the LWDA, Plaintiff and PAGA Group Members, and the dismissal with prejudice of the Action.

8. Defendant disputes and denies Plaintiff's allegations and various causes of action asserted in the PAGA letters, including, without limitation, the PAGA Claims which are resolved by this Agreement.

9. There are approximately 40 PAGA Settlement Group Members.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Cooperation**. The parties will cooperate in seeking approval of the Settlement described in this Agreement, including through a Motion for Approval of PAGA Settlement. The Parties further agree to fully and promptly cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed and shall take all steps that may be requested by the Court relating to the approval and implementation of the Settlement described in this Agreement. Within fifteen (15) calendar days of the parties' execution of this Agreement, the Parties agree to file a joint Motion for Approval of PAGA Settlement to the Court, for the sole purpose of obtaining the Court's approval of this settlement.

2. **Court Approval**. Because this Action includes a PAGA claim, this Agreement requires review and approval by the Court. See Cal. Lab. Code § 2699(l)(2). However, as explained in *Arias v. Superior Court* (2009) 46 Cal.4th 969, the Parties are not obligated to follow the class action procedural rules in PAGA cases. This Agreement is expressly contingent upon the Court's approval of this Settlement and the terms and material conditions of this Agreement (including, but not limited to, issuance of the Order, and entry of the Order in accordance therewith).

If Court approval is not given and the Order is not entered, under substantially similar terms requested, and the Parties are unable to resolve the Court's concerns in a manner to which the Parties agree, this entire Agreement shall automatically be deemed null and void *ab initio*, and of no further force or effect, and the parties shall be returned to their respective positions as of September 12, 2025 for purposes of Plaintiff's PAGA Claims only.

If the Court does not grant the Parties' request for approval of the Settlement and issue the Order, the Parties agree to work jointly to attempt to remedy the PAGA settlement in order to obtain the Court's approval and refile the approval paperwork within fifteen (15) calendar days of the Court's initial denial by addressing the Court's concerns in a manner that is consistent with the parties' intent.

Plaintiff shall submit a copy of the Order in this Action and a copy of any other order providing for or denying an award of civil penalties to the LWDA within 10 days after entry of the Order, in compliance with section 2699(l)(3) of the California Labor Code.

3. **Non-Admission**. Nothing in this Settlement Agreement or the judgment to be entered in this Action pursuant to the terms of this Settlement Agreement shall be construed to be an admission: (1) by Plaintiff that his claims do not have merit or (2) by Defendant of any liability or wrongdoing as to Plaintiff, the PAGA Group Members or any other person, and Defendant generally denies any such liability or wrongdoing. Defendant specifically denies any liability to Plaintiff or any other allegedly aggrieved employee or PAGA Group Member for any alleged violation of his/her/their rights, or for any alleged violation of any order, law, statute, duty or contract. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

4. **PAGA Gross Settlement Sum.** Defendants shall pay One Hundred Fifteen Thousand Dollars Even ($115,000.00) as the PAGA Gross Settlement Sum. The parties agree that the following amounts shall be subtracted from the PAGA Settlement Sum, resulting in a Net Settlement Sum to be allocated to the LWDA and PAGA Group Members, as follows:

a. **Plaintiff's Attorneys' Fees and Costs**. Defendant will not oppose Plaintiff's request for Plaintiff's Attorneys' Fees of up to 33 1/3% of the PAGA Gross Settlement Sum ($38,295.00) and Plaintiff's Costs ($4,786.75) incurred in prosecuting this Action. In the event the Court approves a payment of less than the amount of fees and costs requested by Plaintiff, the difference will be added to the PAGA Payment.

b. **Administration Cost**. Defendant will not oppose the Settlement Administrator's costs of Three Thousand Four Hundred Fifty Dollars and Zero Cents ($3,450.00), for administering the Settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the PAGA Payment.

5. **PAGA Payment**. The total sum available for payment of PAGA penalties shall be $68,468.25 (the "Net Settlement Sum"). The PAGA Payment will be subject to Court approval consistent with California Labor Code section 2699.3(b)(4). Upon approval, the PAGA Payment shall be allocated as follows:

a. Seventy-five percent (75%) or Fifty One Thousand Three Hundred Fifty One Dollars and Nineteen Cents ($51,351.19) will be paid to the LWDA, as required by California Labor Code section 2699(i).

b. Twenty-five percent (25%) or Seventeen Thousand One Hundred Seventeen Dollars and Six Cents ($17,117.06) will be paid to the PAGA Group Members, divided on a pro rata basis among them and distributed by the Settlement Administrator as Net Individual Penalty Payments, as required by California Labor Code section 2699(i). These payments shall be distributed to PAGA Group Members, i.e., all current and former non-exempt employees who worked for Defendants in California, from March 6, 2023, until September 12, 2025. ("PAGA Group Members"). The Net

Individual Penalty Payments for each PAGA Group Member shall be determined based on a formula, taking into account the number of each PAGA Group Member's "Pay Periods." A "Pay Period" shall be defined as any instance when a PAGA Group Member received a wage statement between March 6, 2023, and September 12, 2025, as determined by Defendants. The amount paid to each PAGA Group Member will be determined as follows: the Net Individual Penalty Payments for each PAGA Group Member will be divided by the total number of Pay Periods for all PAGA Group Members during the relevant time period (March 6, 2023, up to September 12, 2025) (the "Pay Period Amount"). Each PAGA Group Member will then be paid an amount equal to the Pay Period Amount multiplied by that PAGA Group Member's total number of Pay Periods.

c. The payments will be reported as penalties on IRS Forms 1099 issued to the LWDA and each PAGA Group Member. The Settlement Administrator will be responsible for issuing to PAGA Group Members and PAGA Representative Counsel any 1099 or other tax forms as may be required by law for all amounts paid pursuant to this Settlement.

6. **Funding and Distribution Process:**

a. The Settlement Administrator will be responsible for establishing a QSF and issuing payments and appropriate tax forms to PAGA Group Members, the LWDA, and Plaintiff's counsel.

b. Within fifteen (15) calendar days of the Effective Date, Defendants shall deliver to the Settlement Administrator the first of four (4) installment payments toward the PAGA Gross Settlement Sum. Defendants shall deliver the remaining and final installment payments within 120 days of the Effective Date,

c. Within ten (10) calendar days after the Effective Date, Defendants will provide the information regarding the PAGA Group Members to the Settlement Administrator. This information will include the name, most recently known address, social security number, and total pay periods worked by each of the PAGA Group Members in a non-exempt position in California from March 6, 2023, until September 12, 2025. This list shall be maintained in confidence, with access limited only for administration of the Settlement.

d. The Settlement Administrator will calculate the amount to be received by each PAGA Group Member. Within fifteen (15) calendar days of the Effective Date, the Settlement Administrator will circulate to counsel for both Parties a redacted spreadsheet containing the estimated individual settlement payments to each PAGA Group Member, and the data used to calculate said payments. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Net Payments.

e. Upon receipt of the information for PAGA Group Members, the Settlement Administrator will perform a search on the National Change of Address database to update the PAGA Group Members' addresses.

f. Within thirty (30) days of receiving the PAGA Gross Settlement Sum, the Settlement Administrator will issue payments to: (a) PAGA Group Members along with the notice letter explaining the payment ("Settlement Notice") and their respective Net Individual Penalty Payment; (b) the LWDA; (c) Plaintiff's counsel (for fees and actual costs); and (d) to the Settlement Administrator. The Settlement Notice shall be mailed to each PAGA Group Member with their disbursement.

g. The Settlement Administrator will post the Settlement Agreement, the Settlement Letter to PAGA Group Members, and Final Order and Judgment on its website for at least 30 days after entry of Judgment.

h. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address or social security number of the PAGA Group Members involved, and will then perform a single re-mailing.

i. PAGA Group Members will have one hundred eighty (180) calendar days from the date of issuance to cash their Net Individual Penalty Payment Checks. If a PAGA Group Member's check is returned to the Settlement Administrator with a forwarding address provided by the United States Postal Service, the Settlement Administrator will promptly resend the check to that PAGA Group Member to that address, however, this re-mailing will not extend the 180-day period to cash a check.

j. Any checks returned as undeliverable or any checks that are not negotiated within 180 days of mailing to a PAGA Group Member shall escheat to the California State Controller, the Unclaimed Property Division with an identification of the amount of unclaimed funds attributable to each PAGA Group Member.

7. **Tax Consequences**. The Net Individual Penalty Payments are penalties and shall be reported on an IRS Form 1099 (to the extent required by law) issued to each PAGA Group Member, and will not be subject to local, state or federal tax withholdings. Plaintiff and each PAGA Group Member will be responsible for paying all applicable state, local and federal income taxes on all amounts received pursuant to this Settlement, and they shall not seek any indemnification from the Released Parties in this regard. The Parties and their counsel make no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement.

8. **Representative PAGA Release**. Upon the Effective Date, Plaintiff, as an individual, and as the representative of the PAGA Group Members, the LWDA and the State of California, hereby forever and completely releases and discharges the Released Parties of and from

all of the PAGA Released Claims, and thus, Plaintiff, the PAGA Group Members, LWDA and the State of California will be forever barred from pursuing any of the PAGA Released Claims defined herein against Released Parties which arose during periods of employment for Defendants in a non-exempt position in California from March 6, 2023, through September 12, 2025. The Parties understand and agree that this release is limited to the PAGA Released Claims and does not otherwise impact the individual rights or claims of the PAGA Group Members. In accordance with *Arias v. Superior Court* (2009) 46 Cal.4th 969, 985, a judgment in "a representative action brought by an aggrieved employee under the Labor Code Private Attorneys General Act of 2004 . . . is binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding," which the Final Order shall so reflect. Pursuant to *Arias* and *Cardenas v. McLane Foodservice, Inc.,* 796 F.Supp.2d 1246 (2011), the Final Order and judgment in this Action shall be binding on the PAGA Group Members, LWDA, State of California and its agencies as to the PAGA Released Claims which arose during the PAGA Period, regardless of whether their settlement checks are cashed or not. The Parties further understand and agree that the continued effectiveness of this PAGA Release is contingent upon Defendant's payment of the PAGA Gross Settlement Sum. If Defendants default on their payment obligations under this Agreement, the PAGA Release set forth in this paragraph shall become ineffective until such default is cured in full.

9. **Separate Release and Individual Settlement by Plaintiff**. In addition to this Agreement, Plaintiff has entered into separate Confidential Settlement Agreement And Release ("Individual Settlement Agreement") with Defendants for all of his separate individual non-PAGA claims, arising out of his employment with Defendants, in exchange for a full release of those claims. The Parties acknowledge and agree that the Individual Settlement Agreement and the covenants, promises and released claims contained therein shall not serve to modify or limit Plaintiff's right to continue with this Action and seek the Court's approval of this PAGA Settlement; however, Plaintiff shall have no right to be the representative of a class action lawsuit against Defendants.

10. Filing of Request for Approval of PAGA Settlement by Plaintiff's Counsel

Plaintiff's counsel shall be responsible for filing a motion for approval of the Settlement. Defendant's counsel shall be responsible to promptly cooperate in seeking approval of the Settlement and this Agreement. Plaintiff shall provide the requisite notice of this Settlement Agreement to the LWDA on or before the date Plaintiff requests approval of this Settlement Agreement from the Court. If the Court approves this Settlement, the Parties shall request that the Court enter a Final Order approving the settlement.

As part of the request to approve the Settlement, Plaintiff shall submit a proposed Order granting approval of this Settlement. The Court shall retain jurisdiction to enforce the terms of this Agreement. This Settlement is expressly conditioned upon the Court entering such a Final Order, approving this Settlement as set forth herein, and entry of judgment, disposing of the Action in its entirety and ensuring that this Settlement has a *res judicata* effect.

IV. MISCELLANEOUS PROVISIONS

1. **Escalator Clause**. Defendants estimate there have been approximately 1,874 pay periods worked during the PAGA Period to date by approximately 40 PAGA Group Members. Should the number of pay periods increase by more than 10%, this will increase the PAGA Gross Settlement Sum proportionally over the 10% increase. For example, if the number of pay periods increase by 11% through the PAGA Period, the PAGA Gross Settlement Sum shall increase by 1%.

2. **Cooperation in Drafting**. The Parties have cooperated in the negotiation and preparation of this Agreement. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties through informed counsel. This Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement.

3. **Successors**. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, and successors and assigns.

4. **Costs and Fees**. The Parties shall each bear their own costs, attorneys' fees, and other fees incurred in connection with this Settlement Agreement, the Action, and Plaintiff's claims, except as otherwise set forth specifically herein.

5. **Authority**. Defendant represents and warrants that the undersigned have the authority to act on behalf of Defendant and to bind Defendant to the terms of this Settlement Agreement.

6. **Governing Law**. This Settlement Agreement shall be construed under and governed by the laws of the State of California.

7. **Complete Agreement**. The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them, and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA Claims. Excluded from this Section is a separate settlement agreement related to Plaintiff's individual non-PAGA claims. This Settlement Agreement cannot be amended or modified except by a writing signed by the Parties hereto.

8. **Nullification of Settlement Agreement**. In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions, without prejudice. Neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect.

9. **Continuing Jurisdiction**. After the entry of judgment, pursuant to California Code of Civil Procedure section 664.6 and California Rules of Court section 3.769(h), the Court shall

have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement and judgment, (ii) Settlement administration matters, and (iii) such matters as may be appropriate under court rules or as set forth in this Settlement Agreement. The Parties further agree that this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure Section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and PAGA Group Members to interpret and enforce the terms, conditions and obligation of the Agreement.

10. **Amendment or Modification**. This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest.

11. **Binding on Successors and Assigns**. This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

12. **Execution and Counterparts**. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile, DocuSign, and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

13. **Fair and Reasonable Settlement**. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action, and have arrived at this settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this settlement.

14. **Invalidity of Any Provision**. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement Agreement valid and enforceable. Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

15. **Severability**. If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

16. **Waiver**. No waiver of any condition or covenant contained in this Settlement 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.

17. **Enforcement Action**. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this

Settlement Agreement or to declare rights and/or obligations under this settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

18. **Dispute(s)**. Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, Plaintiff's Counsel and Defense Counsel shall meet and confer within seven (7) calendar days of such dispute(s) in an attempt to resolve such dispute(s) prior to submitting such disputes to the Court. Should there still remain disputes after this meet-and-confer, the Parties agree to submit any such dispute(s) to the Court. To the extent any Party seeks to enforce any of the terms of this Agreement in or before the Court, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

19. **Non-Evidentiary Use**. Neither this Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or their respective counsel in the Action or in any other action or proceeding except for purposes of establishing the PAGA Released Claims have been settled; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement.

20. **Cooperation in Drafting.** The Parties have cooperated in the negotiation and preparation of this Agreement. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

21. **No Public Comment.** Neither the Parties nor their counsel shall make or issue any public statements to the press or any other third party, nor post any information on websites (other than or other public forums, concerning the Action in any way.

22. **Cooperation and Execution of Necessary Documents**. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

23. **Binding Agreement**. The Parties warrant that they understand and have full authority to enter into this settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

24. **Denial of Liability**. The Parties expressly recognize that the making of this Settlement Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order,

or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any court proceeding that has as its purpose the interpretation, implementation or enforcement of the settlement or any orders or judgments of the Court entered into in connection therewith.

25. Acceleration: Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement.

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement, and hereby executes it voluntarily and with full understanding of its consequences.

Dated: 11/18/2025

By: DocuSigned by: COREY LOGUE
84032774E6AF464...
Plaintiff Corey Logue

Dated: 1/26/2026

By: Matt Hillman
Defendant JHA Remediation LLC
Matt Hillman

Dated: 1/26/2026

By: Matt Hillman
Defendant JHA Environmental, Inc.
Matt Hillman

Approved as to form:

SOLMER LAW CORPORATION

Dated: 11/18/2025

Signed by: Thomas Solmer
2EDF09BA77264B8...
Thomas Solmer
Lilit Solmer
Attorneys for Plaintiff Corey Logue

MANNING & KASS

Dated: November 18, 2025

Christine La Vorgna
Al De La Cruz
Christine M. La Vorgna

Attorneys for Defendants
JHA Remediation LLC and JHA
Environmental, Inc.

Exhibit 2

Exhibit 2

SOLMER LAW CORPORATION

Lilit Solmer
LS@SOLMERLAW.COM

Thomas Solmer
TS@SOLMERLAW.COM

4000 Barranca Parkway
Suite 250
Irvine, CA 92604

P: 714.794.8558
F: 818.927.2179

March 5, 2024

Via Online Filing
Attn: PAGA Administrator
Labor & Workforce Development Agency
Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

Via Certified Mail
JHA Remediation LLC
JHA Environmental, Inc.
c/o Eduardo Arturo Batlle
62 Corsica Drive
Newport Beach, CA 92660

PRIVATE ATTORNEY GENERAL ACT (PAGA) NOTICE
PURSUANT TO LABOR CODE § 2699

This firm has been retained to represent Corey Logue ("Employee") in connection with various Labor Code and other violations arising from his employment with JHA Remediation, LLC and JHA Environmental, Inc. (collectively, "Employers"), their affiliate entities, and all other owners, directors, officers, and/or managing agents and all other persons acting on behalf of an employer, who violated or caused to be violated various provisions of the California Labor Code and orders of the Industrial Welfare Commission regulating wages, hours and working conditions.

Mr. Logue worked for Employer from August 21, 2020 until his termination on or about November 9, 2023. Upon information and belief, there are approximately 50 current non-exempt employees of Employers in California.

This notice is brought under Labor Code section 2698, et seq., which provides a private right of action under the Labor Code Private Attorneys General Act (PAGA) of 2004, on behalf of Mr. Logue and all other similarly aggrieved non-exempt current and former employees of Employer, whether or not such persons were nominally classified as exempt or independent contractors (the "Aggrieved Employees"), during any and all pay periods up to one year prior to the date of this notice, until the present, and ongoing.

The Aggrieved Employees sustained violations of Labor Code sections 226.7 and 512, and of section 11 of the applicable Wage Order, in that they were not provided with timely uninterrupted 30-minute meal periods during shifts of more than five hours. For example, Mr. Logue and other aggrieved employees would often begin work 7 to 9 hours before their earliest meal period, because Employer did not authorize or permit the meal period to be taken sooner, in violation of the above as well as the ruling of the California Supreme Court in *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004. When Aggrieved Employees would work in the field and the on-site work began at 7:00 A.M., they would start at Employer's primary work location to pick up vehicles and equipment but are not allowed a meal period until more than seven hours after they actually start working (typically as early as 4:00 A.M.). Employer failed to maintain any type of company policy regarding when meal periods should be taken by Aggrieved Employees and as a matter of practice did not authorize or permit meal periods to be taken no later than the fifth hour of work. Aggrieved Employee were further required to perform work during meal periods such as paperwork for which there was not time during paid hours. Aggrieved Employees suffered further violations in that on such occasions when they did not receive the right to a timely, uninterrupted 30-minute meal period, they were not paid an additional one hour of wages at their regular rate of pay.

Employers were rounding off the time worked by Aggrieved Employees and otherwise failing to pay Aggrieved Employees for their actual, exact hours worked despite having technical capacity to know and actual knowledge of the actual, exact hours worked by the Aggrieved Employees. The Aggrieved Employees thereby sustained violations of:

- Labor Code section 204, because they were not paid their wages earned when due each pay period;
- Labor Code section 226, because they were not provided with accurate itemized statements of their hours of work and wages earned each pay period; and
- Labor Code section 1197, because they were not paid the statutory minimum wage for hours worked that were rounded off from their paid hours.

Aggrieved Employees suffered violations of Labor Code section 510 in that they were not paid one-and-one-half times their regular rate of pay for all overtime work, and specifically, that Employers caused the Aggrieved Employees to work more than eight hours on certain days and then record the extra hours as having been worked on a different day, when the total was less than eight, in order to avoid Employer paying the overtime rate for the overtime hours.

Aggrieved Employees such as Mr. Logan who were separated from employment with Employers suffered violations of Labor Code section 203 because they were not paid, upon discharge or within 72 hours, all wages due, as a result of the unpaid wages due to them for meal period violations, failing to account for all hours worked, and failing to pay overtime, as described above.

Finally, Aggrieved Employees suffered violations of Labor Code section 226 because they did not receive accurate itemized statements of their hours worked and wages earned, for the reasons set forth above, that the hours recorded and reported on this statements were not their actual hours worked, and thus wages recorded on the statements (pay stubs) were not the accurate wages earned.

Thank you for your consideration of this notice. If you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

SOLMER LAW CORPORATION

Thomas Solmer

Exhibit 3

Exhibit 3

SUPERIOR COURT OF THE STATE OF CALIFORNIA,
COUNTY OF ORANGE

This is NOT a solicitation.
This is NOT a lawsuit against you.

NOTICE OF SETTLED REPRESENTATIVE (PAGA) ACTION

If you are a current or former hourly non-exempt employee of JHA Remediation, LLC or JHA Environmental, Inc. (collectively, "JHA") who worked for one or both companies between March 6, 2023 and September 12, 2025, then you are receiving money from a representative action settlement.

PLEASE READ THIS NOTICE CAREFULLY

I. Why Are You Receiving the Enclosed Check?

You are receiving the enclosed payment as your part of the settlement of a representative action lawsuit that was brought in the Superior Court of California for the County of Orange (the "Court"). The lawsuit was filed by former JHA employee Corey Logue ("Plaintiff") on behalf of himself and other hourly non-exempt employees who worked for JHA from March 6, 2023 to September 12, 2025. You have received this notice because JHA's records identify you as a current or former hourly non-exempt employee who worked during that time period entitling you to a settlement payment. On June 11, 2026, a Judge of the Court approved the Settlement of the Lawsuit entitled *COREY LOGUE V. JHA REMEDIATION LLC, ET AL.., Orange County Superior Court, Case No. 30-2024-01401183-CU-OE-CXC.* However, the Court has made no determination that JHA did anything wrong or that Plaintiff's claims had any merit.

II. What is the Position of Defendant on Settlement?

JHA is not admitting to any of the allegations made in the lawsuit, and in fact, denies all claims made in the lawsuit and believes they are without merit. JHA views this settlement as a compromise to which it has agreed to avoid the cost, distraction, and uncertainty of litigation.

III. What is the Settlement?

JHA has agreed to pay a Settlement Sum of $115,000.00. This sum includes the following Court-approved payments: (1) a payment to the California Labor Workforce Development Agency of $51,351.19, (2) payments of up to $38,295.00 for Plaintiff's attorneys' fees and up to $4,786.75 for Plaintiff's attorneys' costs, and (3) a payment of up to $3,450.00 for administrative costs. Each of these amounts was approved by the Court on June 11, 2026. After the deduction of the above Court-approved payments from the Settlement Sum, the remaining amount ("Employees' Net Settlement Amount") was available to pay Aggrieved Employees. The Employees' Net Settlement Amount is approximately $17,117.06. Each eligible employee will receive a proportionate share based on the total number of pay periods (full or partial) worked by each employee from March 6, 2023 to September 12, 2025.

IV. Who is the Settlement Administrator?

The Settlement Administrator is an independent third party selected by Plaintiff and JHA to send this notice, process and issue settlement checks, and otherwise administer the settlement. ILYM Group, Inc. is the Settlement Administrator in this case. If you have any questions regarding this Notice or the payment you are receiving, you may contact ILYM Group, Inc. at (888) 250-6810 for further information.

V. VI. WHAT IS A REPRESENTATIVE PAGA ACTION?

A representative PAGA action is a type of representative lawsuit authorized by California Labor Code section 2698 *et seq.* (PAGA), which allows aggrieved employees to file lawsuits to recover civil penalties on behalf of themselves, other employees, and the State of California for violations of the Labor Code. An aggrieved employee is any person who was employed by the subject employer, and against whom one or more of the alleged Labor Code violations was committed. An employee who files a representative PAGA action is acting as an agent of California's labor law enforcement agencies, who have the power to initiate an enforcement action directly.
A representative PAGA action is different from a class action in that an employee filing a representative PAGA action is not resolving the claims of other similarly situated employees. Instead, the employee is acting as an agent of the State of California to obtain penalties for themseves and aggrieved employees for California Labor Code violations allegedly committed against those employees pursuant to PAGA. Penalties awarded in a representative PAGA action are measured by the number of Labor Code violations committed by the employer, a portion of which seventy-five percent (75%) must be paid to the State of California. Aggrieved employees do not have the right to opt out of (or object to) the settlement of a representative PAGA action.

VI. ELIGIBLE AGGRIEVED EMPLOYEES AND INDIVIDUAL PAGA PAYMENTS

"Eligible Aggrieved Employees" mean all current and former hourly-paid or non-exempt employees of Defendants JHA Remediation, LLC or JHA Environmental, Inc., and all current and former hourly-paid or non-exempt individuals employed at either company within the State of California at any time during the period from from March 6, 2023 to September 12, 2025 ("Eligible Aggrieved Employees" and "PAGA Period").

Twenty-five percent (25%) of the PAGA Payment ($17,117.06) will be distributed to Eligible Aggrieved Employees, on a pro rata basis, which will be known as their Individual PAGA Payments. An Eligible Aggrieved Employee's Individual PAGA Payment will be based on the number of pay periods an Eligible Aggrieved Employee worked during the PAGA Period as an hourly-paid or non-exempt employee in California.

The Settlement Administrator will calculate the total number of pay periods worked by each Eligible Aggrieved Employees as an hourly-paid or non-exempt employee in California during the PAGA Period and the aggregate total number of pay periods worked by all Eligible Aggrieved Employees as hourly-paid or non-exempt employees in California during PAGA Period.

VII. RELEASED CLAIMS

If the Court grants final approval of the settlement, then you will release, on behalf of yourself and your respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendant and each of its former and present directors, officers, shareholders, owners, predecessors, successors, and assigns from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice (Labor Code Sections 203, 204, 226, 226.7, 510, 512, 1197, and 2699) and all damages, penalties, interest, and other amounts recoverable under said claims, causes of action or legal theories of relief under the PAGA. The release will be effective upon entry of the Court's judgment and order approving settlement, for the period from March 6, 2023 to September 12, 2025.

VIII. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The Settlement Administrator will calculate your share of the settlement and will issue you a settlement check. Your portion of the individual PAGA payment as a portion of the total PAGA payment will be paid out in a single payment. The release described in section VII, above, will apply whether or not you cash your settlement check.

B. All Individual PAGA Payments will be allocated as one hundred percent (100%) penalties. The Settlement Administrator will be responsible for issuing Eligible Aggrieved Employees an IRS Form 1099 if the Eligible Aggrieved Employee's Individual PAGA Payment exceeds $600.

C. While the Settlement Administrator will make its best effort to ensure you receive your individual PAGA payment, you are encouraged to notify either the Settlement Administrator, Class Counsel, or Defendants' counsel regarding any changes to your contact information.

D. It is important for the Parties to have your current address to be able to send you other mailings regarding the Action. You should contact the Settlement Administrator to report any change of your address after you receive this amended notice. Failure to report a change of address may result in you not receiving your share of the settlement money.