

Lilit Solmer (289727)
Thomas Solmer (291191)
SOLMER LAW CORPORATION
4000 Barranca Pkwy, Suite 250
Irvine, CA 92604
Tel.: (714) 794-8558
Fax: (818) 927-2179

Attorneys for Plaintiff
COREY LOGUE

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE, CIVIL COMPLEX CENTER

COREY LOGUE,	)	Case No.: 30-2024-01401183-CU-OE-CXC
	)	
Plaintiff,	)	<i>Assigned for all purposes to:</i>
vs.	)	The Hon. Layne H. Melzer
	)	Dept. CX102
JHA REMEDIATION LLC, et al.,	)	
	)	SUPPLEMENTAL DECLARATION OF
Defendants.	)	THOMAS SOLMER IN SUPPORT OF
	)	MOTION FOR APPROVAL OF PAGA
	)	SETTLEMENT
	)	
	)	Hearing: August 27, 2026
	)	Time: 2:00 P.M.
	)	
	)	Filed on: May 21, 2024
	)	Trial date: Not set
	)	
	)	
	)	

I, Thomas Solmer, do hereby state and declare:

1. I am an individual over 18 years of age and counsel of record for Plaintiff Corey Logue in this action.
2. Attached as Exhibit 'G' is a true and correct statement of the attorney time spent in this matter, divided between the PAGA case, related individual case, and time inseparably spent on tasks relating to both cases.

1 3. Attached as Exhibit 'H' is a true and correct redlined copy of the PAGA
2 Settlement Agreement (Amended) showing revisions from the original agreement as
3 ordered by the Court.

4 4. Attached as Exhibit 'I' is a true and correct redlined copy of the Proposed
5 Order showing revisions from the original submission as ordered by the Court.

6 5. Attached as Exhibit 'J' is a true and correct copy of the PAGA Settlement
7 Agreement (Amended).

8
9 I declare under penalty of perjury that the foregoing is true and correct.

10 Executed at Irvine, California

11
12 Dated this 5th day of August, 2026



THOMAS SOLMER

Exhibit G

Exhibit G

COREY LOGUE v. JHA

Date	Atty	Description	Hours	Ind. Only	PAGA only	seperabl
1/15/24	TS	Review and analyze personnel file produced in response to pre-litigation demand	1.3			1.3
1/15/24	TS	Review and analyze payroll records	0.8			0.8
1/26/24	TS	needed	0.3			0.3
2/21/24	TS	separation	0.2	0.2		
2/21/24	TS	Review and analyze emails from client re return to work	0.3	0.3		
2/21/24	TS	Draft complaint	1.6	1.6		
2/23/24	TS	Call with client re further case facts	0.4	0.4		
2/26/24	TS	Draft PAGA notice	1.3		1.3	
2/26/24	TS	Review and continue drafting complaint	0.5	0.5		
3/4/24	TS	Review and analyze email from LS re revisions to complaint	0.1	0.1		
3/4/24	TS	Revise complaint per LS analysis	0.4	0.4		
3/4/24	TS	Email draft complaint to client	0.1	0.1		
3/4/24	TS	Review and analyze email from client re draft complaint and revisions	0.2	0.2		
3/5/24	TS	notice	0.3	0.3		
3/5/24	TS	Review and analyze right-to-sue notice	0.1	0.1		
3/5/24	TS	Prepare summons	0.1	0.1		
3/5/24	TS	Prepare civil case cover sheet	0.1	0.1		
3/5/24	TS	File complaint - OC Superior Court	0.1	0.1		
3/5/24	TS	Revise PAGA notice and prepare for filing	0.3		0.3	
3/5/24	TS	File and serve PAGA notice	0.1		0.1	
3/5/24	TS	Review confirmation of PAGA notice from LWDA	0.1		0.1	
3/11/24	TS	Review notice re complaint accepted by court	0.1	0.1		
3/11/24	TS	documents	0.1	0.1		
3/12/24	TS	complaint	0.1	0.1		
3/12/24	TS	Review emails (4) re status of service of process	0.1	0.1		
3/15/24	TS	Review emails re unsuccessful attempt to serve	0.1	0.1		
3/19/24	TS	to serve	0.1	0.1		
3/21/24	TS	serve	0.1	0.1		
3/25/24	TS	serve	0.1	0.1		
3/28/24	TS	Review emails re fifth and final attempt to serve	0.1	0.1		
3/28/24	TS	Call with process server re alternate addresses for service	0.1	0.1		
4/1/24	TS	Review emails re successful service of process	0.1	0.1		
4/3/24	TS	Review and analyze affidavits of service (2)	0.2	0.2		
4/3/24	TS	File proofs of service	0.1	0.1		

5/10/24	TS	Review and analyze Answer	0.3	0.3	
5/10/24	TS	Emails with opposing counsel re electronic service of process addresses	0.1	0.1	
5/10/24	TS	Draft first set of inspection demands to JHA Remediation	0.7	0.7	
5/10/24	TS	Draft first set of inspection demands to JHA Environmental	0.3	0.3	
5/10/24	TS	Draft first set of general form interrogatories to JHA Remediation	0.2	0.2	
5/10/24	TS	Draft first set of general form interrogatories to JHA Environmental	0.1	0.1	
5/10/24	TS	Serve first set of discovery requests to JHA Environmental and JHA Remediation	0.1	0.1	
5/16/24	TS	Plaintiff and request for production of documents (48)	0.6	0.6	
5/16/24	TS	Call with client re deposition, scheduling, PAGA complaint	0.2		0.2
5/16/24	TS	scheduling	0.1	0.1	
5/21/24	TS	Draft PAGA complaint	1.4		1.4
5/21/24	TS	Prepare summons for PAGA complaint	0.1		0.1
5/21/24	TS	complaint	0.1		0.1
5/21/24	TS	File PAGA complaint	0.1		0.1
5/21/24	TS	File copy of PAGA complaint with LWDA	0.1		0.1
5/21/24	TS	Review and respond to email from opposing counsel re deposition scheduling	0.1		0.1
5/21/24	TS	Review email from opposing counsel and amended notice of deposition	0.1		0.1
5/21/24	TS	Email to client re notice of deposition and send amended notice	0.1		0.1
5/23/24	TS	court	0.1		0.1
5/23/24	TS	Email to opposing counsel re PAGA complaint, send copies of conformed pleadings	0.1		0.1
5/24/24	TS	requests contained in deposition notice to Plaintiff	1.2		1.2
5/24/24	TS	Emails with opposing counsel re confirmation of deposition date	0.1		0.1
5/29/24	TS	extension, service of PAGA complaint, meet and confer request re dismissal of alleged joint employer	0.3		0.3
5/30/24	TS	confer call	0.1		0.1
5/30/24	TS	Review and analyze pleadings re joint employer allegations	0.3		0.3

5/30/24	TS	Review and analyze legal authorities re joint employment factors	0.4		0.4
5/30/24	TS	Call with client re joint employment facts	0.2		0.2
5/31/24	TS	employment issue	0.2		0.2
5/31/24	TS	Meet and confer with opposing counsel by phone re joint employment issue	0.2		0.2
6/3/24	TS	receipt (2) re PAGA complaint and send to opposing counsel	0.3	0.3	
6/3/24	TS	discovery requests to Plaintiff, and brief initial review of requests	0.3	0.3	
6/3/24	TS	Email to opposing counsel re discovery requests to Plaintiff, possible meet and confer due to excessive number/length	0.1	0.1	
6/3/24	TS	Review NARs received from opposing counsel	0.1	0.1	
6/4/24	TS	Review and analyze minute order from court re case relation of individual and PAGA actions	0.2		0.2
6/13/24	TS	Review and analyze minute orders (2) re case management conference, complex fee, electronic filing requirements	0.3		0.3
6/13/24	TS	Review and analyze first set of inspection demands from JHA Remediation (98)	0.7	0.7	
6/13/24	TS	Review and analyze first set of inspection demands from JHA Environmental (68)	0.6	0.6	
6/13/24	TS	Review and analyze first set of general form interrogatories from JHA Environmental	0.1	0.1	
6/13/24	TS	Review and analyze first set of general form interrogatories from JHA Remediation	0.1	0.1	
6/13/24	TS	Review and analyze first set of employment form interrogatories from JHA Remediation	0.1	0.1	
6/13/24	TS	Review and analyze first set of requests for admission from JHA Environmental (10)	0.2	0.2	
6/13/24	TS	Review and analyze first set of requests for admission from JHA Remediation (53)	0.8	0.8	
6/13/24	TS	Further file review to identify documents responsive to discovery	0.5	0.5	
6/19/24	TS	fee	0.1		0.1
6/19/24	TS	Prepare and file notice of posting complex fee	0.2		0.2
6/24/24	TS	Review emails from opposing counsel re proposed protective order	0.1		0.1
6/24/24	TS	Review and analyze proposed protective order	0.3		0.3

6/24/24	TS	Respond to opposing counsel approving proposed protective order	0.1		0.1
6/24/24	TS	counsel re Defendants' responses to first set of discovery requests	0.1	0.1	
6/25/24	TS	Review and analyze JHA Remediation responses to first set of inspection demands	0.2	0.2	
6/25/24	TS	Review and analyze JHA Environmental responses to first set of inspection demands	0.1	0.1	
6/25/24	TS	Review and analyze JHA Remediation responses to first set of general form interrogatories	0.2	0.2	
6/25/24	TS	responses to first set of general form interrogatories	0.1	0.1	
6/25/24	TS	produced by Defendants in response to discovery requests; onboarding and policy documentation	0.7	0.7	
6/26/24	TS	Continue review of documents produced by Defendants; analyze time and pay records	1.8		1.8
6/26/24	TS	Review email from opposing counsel re revised protective order, and attachment	0.1		0.1
6/26/24	TS	Call with client re discovery responses and prepare notes	0.6	0.6	
6/27/24	TS	Review and analyze email from client re job application documentation, and attachments	0.2	0.2	
6/27/24	TS	Review email from client re CV and attachment	0.1	0.1	
6/30/24	TS	Review email from client re work-related text messages	0.1	0.1	
6/30/24	TS	Review and analyze work-related text messages sent by client	0.3	0.3	
6/30/24	TS	Continue review of documents produced by Defendants; analyze communications re accommodations, separation	0.9	0.9	
7/2/24	TS	Review and respond to emails from client re general case questions and documents needed	0.1		0.1
7/2/24	TS	Emails with opposing counsel re extension request for Plaintiff's discovery responses	0.1	0.1	
7/5/24	TS	Email from opposing counsel re deposition	0.1		0.1
7/8/24	TS	Begin drafting responses to inspection demands from JHA Environmental	0.6	0.6	
7/8/24	TS	Begin drafting responses to inspection demands from JHA Remediation	0.8	0.8	
7/8/24	TS	Begin drafting responses to general form interrogatories from JHA Environmental	0.8	0.8	
7/8/24	TS	Begin drafting responses to general form interrogatories from JHA Remediation	0.2	0.2	

7/9/24	TS	Begin drafting responses to employment form interrogatories from JHA Remediation	1.1	1.1
7/9/24	TS	Begin drafting responses to requests for admission from JHA Environmental	0.3	0.3
7/9/24	TS	Begin drafting responses to requests for admission from JHA Remediation	0.9	0.9
7/15/24	TS	production of documents by Defendants under protective order	0.1	0.1
7/15/24	TS	Review and analyze additional confidential documents produced by Defendants	0.3	0.3
7/17/24	TS	Continue drafting responses to employment form interrogatories from JHA Remediation	0.5	0.5
7/17/24	TS	Continue drafting responses to inspection demands from JHA Environmental	0.3	0.3
7/17/24	TS	Continue drafting responses to inspection demands from JHA Remediation	0.5	0.5
7/19/24	TS	Continue drafting responses to requests for admission from JHA Remediation	0.4	0.4
7/22/24	TS	Review and analyze documents forwarded by client, job interview emails (3)	0.2	0.2
7/22/24	TS	Revise and complete responses to general form interrogatories from JHA Environmental	0.7	0.7
7/22/24	TS	Revise and complete responses to general form interrogatories from JHA Remediation	0.2	0.2
7/22/24	TS	Revise and complete responses to employment form interrogatories from JHA Remediation	0.3	0.3
7/22/24	TS	Revise and complete responses to inspection demands from JHA Environmental	0.4	0.4
7/22/24	TS	Revise and complete responses to inspection demands from JHA Remediation	0.6	0.6
7/22/24	TS	Revise and complete responses to requests for admission from JHA Environmental	0.2	0.2
7/22/24	TS	Revise and complete responses to requests for admission from JHA Remediation	0.5	0.5
7/22/24	TS	approval	0.1	0.1
7/22/24	TS	Final review and compilation of documents to be produced with discovery responses	0.8	0.8
7/22/24	TS	Serve Plaintiff's discovery responses	0.1	0.1
7/23/24	TS	Review and analyze email from client re additional evidence	0.1	0.1
7/23/24	TS	Review and analyze additional evidence sent by client, more work-related communications	0.3	0.3

7/23/24	TS	Review and analyze email from opposing counsel re discovery responses, claim of privilege, potential meet and confer request	0.1	0.1	
7/23/24	TS	Email to opposing counsel re discovery responses and grounds for claim of privilege and confer request re Plaintiff's discovery responses	0.1	0.1	
7/24/24	TS	Review and analyze email from client re JHA job posting for similar position, and attachment	0.1	0.1	
7/25/24	TS	attachments sent by client re job search, work records	0.2	0.2	
7/25/24	TS	Review and analyze meet and confer letter from opposing counsel re responses to JHA Remediation (19 pages)	0.2	0.2	
7/25/24	TS	Review and analyze meet and confer letter from opposing counsel re responses to JHA Environmental (13 pages)	1.3	1.3	
7/25/24	TS	Emails with opposing counsel re meet and confer requests	0.6	0.6	
7/25/24	TS	general form interrogatories from JHA Remediation re requests for further responses in meet and confer letter	0.1	0.1	
7/26/24	TS	general form interrogatories from JHA Environmental re requests for further responses in meet and confer letter	0.4	0.4	
7/26/24	TS	employment form interrogatories from JHA Remediation re requests for further responses in meet and confer letter	0.1	0.1	
7/26/24	TS	inspection demands from JHA Environmental re requests for further responses in meet and confer letter	0.8	0.8	
7/26/24	TS	inspection demands from JHA Remediation re requests for further responses in meet and confer letter	0.4	0.4	
7/26/24	TS	Review emails from opposing counsel re upcoming deposition of Plaintiff regarding illness and unavailability for deposition	0.5	0.5	
7/31/24	TS	Emails with opposing counsel re testing positive for Covid and rescheduling of deposition	0.1	0.1	0.1
8/1/24	TS	Review amended notice of deposition of Plaintiff	0.1	0.1	0.1
8/1/24	TS	Email to opposing counsel re offer to schedule meet and confer call	0.1	0.1	

		counsel re discovery issues, arguments about supplemental responses; review authorities cited in message	0.3	0.3	
8/8/24	TS	Email to opposing counsel re discovery issues and further offer to meet and confer by phone	0.1	0.1	
8/8/24	TS	Send discovery verifications to opposing counsel	0.1	0.1	
8/9/24	TS	confer call	0.1	0.1	
		Review prior discovery requests and responses and meet and confer correspondence to prepare for call with opposing counsel	0.8	0.8	
8/12/24	TS	Call with opposing counsel to meet and confer on potential supplemental responses	1	1	
		mark confidential for disclosure; send to opposing counsel	0.4	0.4	
8/14/24	TS	Emails with opposing counsel re upcoming deposition of Plaintiff	0.1		0.1
		Email to opposing counsel re medical records sent and status of further records pending	0.1	0.1	
8/18/24	TS	Attend deposition of Plaintiff at office of opposing counsel	9.4		9.4
		Review email from opposing counsel and attached further meet and confer letter on behalf of JHA Remediation (21 pages) while referring to discovery requests and responses	1.3	1.3	
8/23/24	TS	Draft email to opposing counsel with arguments in response to meet and confer letter	0.4	0.4	
		Review and analyze emails from client (6) re additional evidence	0.3	0.3	
8/24/24	TS	client	0.2	0.2	
		Review and analyze post-termination communications and severance offer	0.4	0.4	
8/24/24	TS	counsel with further arguments re discovery responses	0.2	0.2	
8/26/24	TS	Email to opposing counsel continuing to meet and confer about discovery issues	0.2	0.2	
		correspondence re discovery from opposing counsel	0.2	0.2	
8/30/24	TS	Draft further meet and confer email to opposing counsel re Plaintiff's discovery responses and intended supplemental responses	0.2	0.2	
8/30/24	TS	Review and respond to further message from opposing counsel re supplemental discovery	0.2	0.2	

8/31/24	TS	Review and analyze another lengthy email from opposing counsel re supplemental discovery responses, and respond	0.2	0.2
9/5/24	TS	Review and respond to email from opposing counsel re documents produced at deposition	0.1	0.1
9/9/24	TS	by client	0.3	0.3
9/9/24	TS	production at deposition and related discovery issues	0.2	0.2
9/11/24	TS	Emails (6) with opposing counsel re discovery production and supplemental responses	0.3	0.3
9/12/24	TS	responses to employment form interrogatories by JHA Remediation	0.1	0.1
9/12/24	TS	employment form interrogatories - JHA Remediation - memorandum of points and authorities	1.2	1.2
9/12/24	TS	motion to compel further - employment form interrogatories	1.4	1.4
9/12/24	TS	Review and analyze declaration of opposing counsel - motion to compel further - employment form interrogatories	0.4	0.4
9/12/24	TS	Review proposed order - motion to compel further - employment form interrogatories	0.1	0.1
9/12/24	TS	Message to client re information needed for supplemental responses	0.1	0.1
9/12/24	TS	Begin drafting supplemental responses to employment form interrogatories	0.3	0.3
9/13/24	TS	Review and analyze declaration of opposing counsel - motion to compel further - employment form interrogatories	0.2	0.2
9/13/24	TS	Draft supplemental responses to inspection demands from JHA Remediation	0.3	0.3
9/13/24	TS	Draft supplemental responses to general form interrogatories from JHA Remediation	1.3	1.3
9/13/24	TS	Send supplemental responses to client	0.1	0.1
9/13/24	TS	Serve supplemental responses and documents on opposing counsel	0.1	0.1
9/13/24	TS	Message to client re filing of motions to compel further discovery	0.1	0.1
9/16/24	TS	from opposing counsel re supplemental responses	0.2	0.2
9/16/24	TS	responses to general form interrogatories from JHA Environmental	0.1	0.1

9/16/24	TS	general form interrogatories - JHA Environmental - memorandum of points and authorities	0.6	0.6
9/16/24	TS	Review and analyze motion to compel further - general form interrogatories - JHA Enviornmental - declaration in support	0.3	0.3
9/16/24	TS	Review and analyze motion to compel further - general form interrogatories - JHA Enviornmental - separate statement	0.5	0.5
9/16/24	TS	Review and analyze motion to compel further - general form interrogatories - JHA Enviornmental - proposed order	0.1	0.1
9/17/24	TS	Review email from opposing counsel re additonal information requested for discovery	0.1	0.1
9/17/24	TS	Call client re information needed for discovery	0.1	0.1
9/17/24	TS	Email to opposing counsel re arguments re addiitonal discovery, status of other documents	0.1	0.1
9/18/24	TS	responses to inspection demands from JHA Remediation	0.1	0.1
9/19/24	TS	Review and analyze motion to compel further - inspection demands - JHA Remediation - memorandum of points and authorities	0.7	0.7
9/19/24	TS	Review and analyze motion to compel further - inspection demands - JHA Remediation - separate statement	0.4	0.4
9/19/24	TS	Review and analyze motion to compel further - inspection demands - JHA Remediation - declaration in support	0.2	0.2
9/19/24	TS	Review and analyze motion to compel further - inspection demands - JHA Remediation - proposed order	0.1	0.1
9/19/24	TS	Email to opposing counsel re motions to compel, offer for informal discovery conference	0.1	0.1
9/20/24	TS	Email to opposing counsel re follow-up on offer for informal discovery conference, invitation to meet and confer for case management	0.1	0.1
9/20/24	TS	responses to general form interrogatories from JHA Remediation	0.1	0.1
9/20/24	TS	Review and analyze motion to compel further - general form interrogatories - JHA Remediation - memorandum of points and authorities	0.2	0.2

9/20/24	TS	Review and analyze motion to compel further - general form interrogatories - JHA Remediation - declaration in support	0.1	0.1	
9/20/24	TS	general form interrogatories - JHA Remediation - proposed order	0.1	0.1	
9/20/24	TS	Review email from opposing counsel re case management conference and informal discovery conference	0.1	0.1	
9/24/24	TS	statement	0.4		0.4
9/24/24	TS	Call court clerk re potential informal discovery conference	0.1	0.1	
9/24/24	TS	Review courtroom rules re informal discovery conferences	0.1	0.1	
9/24/24	TS	Email to opposing counsel re CMC statement and informal discovery conference	0.1		0.1
9/24/24	TS	Further emails (5) with opposing counsel re informal discovery conference	0.2	0.2	
9/24/24	TS	Further emails (2) with opposing counsel re informal discovery conference	0.1	0.1	
9/28/24	TS	Review and analyze email and attachment from client re job prospect	0.1	0.1	
9/30/24	TS	Emails (5) with opposing counsel and court clerk re informal discovery conference	0.2	0.2	
10/1/24	TS	Review minute order from court re scheduling of informal discovery conference	0.1	0.1	
10/2/24	TS	Review notice of change of handling attorney sent by opposing counsel	0.1		0.1
10/2/24	TS	statement	0.1		0.1
10/2/24	TS	Revise CMC statement	0.1		0.1
10/2/24	TS	File and serve CMC statement	0.1		0.1
10/7/24	TS	Review Defendants' CMC statement	0.2		0.2
10/8/24	TS	discovery conference statement and prepare notes	0.5	0.5	
10/9/24	TS	Review and analyze prior discovery requests and responses re arguments in informal discovery conference statement	0.2	0.2	
10/9/24	TS	Review and analyze prior correspondence with opposing counsel re arguments in informal discovery conference statement	0.3	0.3	
10/9/24	TS	Draft informal discovery conference statement	1.6	1.6	
10/9/24	TS	statement	0.1	0.1	

		Messages with client re case updates, status of		
10/14/24	TS	job search, discovery conference	0.2	0.2
10/14/24	TS	Prepare for informal discovery conference	0.4	0.4
10/15/24	TS	Attend informal discovery conference and prepare notes	0.9	0.9
10/15/24	TS	counsel re rulings at informal discovery conference	0.2	0.2
10/17/24	TS	Review email from opposing counsel and review and analyze attached HIPAA waiver forms	0.3	0.3
10/17/24	TS	and analyze attached waiver forms for CA state records	0.2	0.2
10/17/24	TS	Call with client re waiver forms, case status	0.2	0.2
10/17/24	TS	Send waiver forms to client for signatures	0.1	0.1
10/17/24	TS	Send signed waiver forms to opposing counsel	0.1	0.1
10/17/24	TS	Review and respond to email from opposing counsel re waivers	0.1	0.1
10/18/24	TS	counsel	0.1	0.1
10/18/24	TS	forms	0.1	0.1
10/18/24	TS	counsel and attachment re outstanding discovery issues	0.3	0.3
10/21/24	TS	Compile and Bates-stamp discovery documents	0.6	0.6
10/21/24	TS	Send discovery documents to client	0.1	0.1
10/21/24	TS	Call with client re discovery issues, declaration	0.3	0.3
10/21/24	TS	Draft declaration for client re discovery	0.4	0.4
10/21/24	TS	Send declaration to client for signature	0.1	0.1
10/21/24	TS	counsel	0.1	0.1
10/21/24	TS	Send discovery documents to opposing counsel	0.1	0.1
10/22/24	TS	Review and respond to email from opposing counsel re supplemental discovery	0.1	0.1
10/22/24	TS	counsel	0.1	0.1
10/24/24	TS	Review notice of lodging and review and analyze attached documents (14) re second IDC	1.2	1.2
10/24/24	TS	Prepare and serve demand for initial disclosures	0.3	0.3
11/5/24	TS	Review and analyze further social media records sent by client	0.6	0.6
11/5/24	TS	Emails with client re social media records	0.1	0.1
11/8/24	TS	Review email from opposing counsel re discovery referee suggestions	0.1	0.1
11/8/24	TS	referees	0.3	0.3
11/8/24	TS	Email to opposing counsel re discovery referee suggestions	0.1	0.1

11/8/24	TS	Additional research and contact of potential discovery referees	0.2	0.2	
11/8/24	TS	Email to opposing counsel re additional discovery referee suggestions	0.1	0.1	
11/14/24	TS	opposing counsel and exchange emails re records	0.1	0.1	
11/15/24	TS	Review and analyze minute orders from court re rescheduling of motion to compel hearings	0.2	0.2	
11/15/24	TS	Conference with client at office re discovery	1.2	1.2	
11/16/24	TS	Messages with client re follow-up on meeting	0.1	0.1	
11/19/24	TS	Review and respond to emails (2) from opposing counsel re discovery referee appointment	0.2	0.2	
11/19/24	TS	Review and analyze draft order for appointment of discovery referee sent by opposing counsel	0.3	0.3	
11/19/24	TS	Email to opposing counsel re proposed order for appointment of discovery referee and revisions	0.1	0.1	
11/19/24	TS	Emails with client re fee waiver application	0.1		0.1
11/19/24	TS	Emails with opposing counsel re discovery referee appointment order	0.1	0.1	
11/20/24	TS	Draft redlined revisions to appointment order and send to opposing counsel	0.3	0.3	
11/21/24	TS	Review and respond to email from opposing counsel re proposed appointment order	0.1	0.1	
11/21/24	TS	conference	1.4	1.4	
11/22/24	TS	Further emails with opposing counsel re proposed appointment order	0.1	0.1	
11/22/24	TS	File proposed order for appointment of discovery referee	0.1	0.1	
11/22/24	TS	Attend second informal discovery conference	0.8	0.8	
11/25/24	TS	Review and analyze complete prior document production per court order to label all documents re specific categories, and assign categorizations to documents	3.2	3.2	
11/25/24	TS	Serve categorized/labeled document production to opposing counsel	0.1	0.1	
12/19/24	TS	issues	0.2		0.2
12/19/24	TS	counsel re request for extension to respond to initial disclosures	0.1		0.1
12/20/24	TS	Emails (5) with opposing counsel re initial disclosures, withdrawal of motions to compel	0.2		0.2
1/2/25	TS	Review notice of change of address from opposing counsel	0.1		0.1

1/6/25	TS	compel	0.1	0.1	
1/6/25	TS	Emails with opposing counsel re withdrawal of motions to compel	0.1	0.1	
1/7/25	TS	counsel re notices of withdrawal of motions to compel	0.2	0.2	
1/7/25	TS	Review and analyze file and status of document production re initial disclosures	0.4		0.4
1/10/25	TS	Draft and serve initial disclosures	0.3		0.3
1/10/25	TS	disclosures	0.5		0.5
1/13/25	TS	Review email from opposing counsel re initial disclosures	0.1		0.1
1/13/25	TS	Review and analyze requirements for initial disclosures re request from opposing counsel	0.1	0.1	
1/13/25	TS	issues	0.1	0.1	
1/20/25	TS	Email to opposing counsel re supplementing initial disclosures with PAGA information	0.1	0.1	
1/21/25	TS	include PAGA information with initial disclosures	0.6	0.6	
1/21/25	LS	including PAGA information with initial disclosures	0.4	0.4	
1/21/25	LS	Email to opposing counsel re detailed argument and legal authority for need to include PAGA information with initial disclosures	0.5	0.5	
1/27/25	LS	Review email from opposing counsel re initial disclosures, inclusion of PAGA materials	0.1	0.1	
1/27/25	LS	production of PAGA materials with initial disclosures	0.1	0.1	
1/28/25	TS	Messages with client re case status, strategy, job search	0.1		0.1
1/30/25	LS	Review and analyze legal authorities re initial disclosures and disputed issues	0.3	0.3	
1/30/25	LS	Very detailed email to opposing counsel setting forth arguments and authority re need for defense to supplement initial disclosures, including with PAGA materials	0.6	0.6	
2/7/25	TS	Review court orders re case reassignment	0.1		0.1
2/7/25	TS	Messages with client re case updates	0.1		0.1
2/10/25	TS	Review email from opposing counsel re supplement to initial disclosures	0.1	0.1	
2/10/25	TS	opposing counsel re error in defense calculation of PAGA period	0.1	0.1	

2/11/25	TS	Emails (7) with opposing counsel re defense error in calculation of PAGA period	0.4	0.4	
2/12/25	TS	Review email from opposing counsel with supplemental initial disclosures	0.2	0.2	
2/13/25	TS	Review and analyze supplemental initial disclosures from defendant	1.8	1.8	
2/13/25	LS	documentation not included with initial disclosures	0.1		0.1
2/13/25	TS	defense counsel re supplemental initial disclosures	0.3		0.3
2/14/25	TS	documents for initial disclosures, and continue review and analysis of supplemental initial disclosures	0.7	0.7	
2/14/25	TS	Review message from client re job offer	0.1		0.1
2/21/25	LS	Review and respond to email from opposing counsel re insurance documentation not included with initial disclosures	0.1		0.1
2/21/25	TS	disclosures including PAGA documents and conduct liability and damages analysis for potential settlement	1.3	1.3	
2/21/25	TS	update	0.1		0.1
2/24/25	TS	Email to opposing counsel re analysis of PAGA issues and offer to mediate	0.1		0.1
2/25/25	TS	of response to mediation, insurance information request	0.1		0.1
3/3/25	TS	Messages with client re case status and analysis of PAGA records	0.2	0.2	
3/4/25	TS	Review court orders re hearing continuance	0.1		0.1
3/11/25	TS	Email to opposing counsel to follow up on mediation and insurance information request	0.1		0.1
3/24/25	TS	Draft status conference report	0.2		0.2
3/24/25	TS	Draft notice of deposition of JHA Remediation to mediate, request for insurance information, and send notice of deposition and status	0.1		0.1
3/24/25	TS	conference report	0.1		0.1
3/24/25	TS	Messages with client re status of mediation offer	0.1		0.1
3/24/25	TS	File status conference statement	0.1		0.1
3/25/25	LS	counsel re status of response to prior issues, insurance information	0.1		0.1
3/25/25	TS	statement	0.1		0.1
3/25/25	LS	agreement to mediate, attached insurance declaration	0.2		0.2

3/25/25	TS	mediators	0.1		0.1
		Review minute order from court re proposed			
3/27/25	TS	order not signed (discovery referee)	0.1		0.1
3/28/25	TS	mediation	0.1		0.1
		Email to opposing counsel re next status			
4/2/25	TS	conference, status of mediation	0.1		0.1
		Email to opposing counsel re need for			
4/7/25	LS	rescheduled deposition date	0.1		0.1
4/9/25	TS	mediator	0.1		0.1
		Review email from opposing counsel re status of			
4/10/25	LS	mediation	0.1		0.1
		Further emails (3) with opposing counsel re			
4/14/25	LS	status of mediation and deposition of defendant	0.2		0.2
4/15/25	LS	mediator	0.1		0.1
4/15/25	TS	JHA	0.1		0.1
4/15/25	TS	defendant	0.1		0.1
4/16/25	LS	Contact mediator re availability	0.1		0.1
4/16/25	LS	Email opposing counsel re mediator availability	0.1		0.1
4/18/25	TS	mediation	0.1		0.1
		Emails (4) with opposing counsel to confirm date			
4/18/25	LS	of mediation	0.2		0.2
		needed at time of mediation in order to resolve			
4/21/25	TS	PAGA claim	0.1	0.1	
		Review and respond to information request from			
4/29/25	TS	mediator	0.2		0.2
4/30/25	TS	Review notices from mediator	0.2		0.2
5/6/25	TS	mediation	0.1		0.1
5/30/25	TS	details	0.1		0.1
		Review email from opposing counsel requesting			
7/12/25	TS	to depose plaintiff before mediation	0.1	0.1	
		respond to opposing counsel re proposed			
7/14/25	TS	deposition	0.1	0.1	
		Emails (2) with opposing counsel re request to			
7/22/25	TS	depose plaintiff prior to mediation	0.2	0.2	
		defense request to depose plaintiff; mediation			
		was scheduled contingent on plaintiff not			
		moving ahead with prior-noticed deposition of			
7/23/25	TS	defendant	0.7	0.7	
8/7/25	TS	mediation	0.2		0.2
		complete review and analysis of facts and			
8/29/25	TS	evidence	1.7		1.7

9/2/25	TS	prior discovery requests and responses and pleadings	2.4		2.4
9/9/25	TS	Email mediator re extension for brief	0.1		0.1
9/10/25	TS	Draft mediation brief and send to mediator	5.2		5.2
9/12/25	TS	Attend mediation	7.8		7.8
9/12/25	TS	Review and respond to emails confirming settlement reached at mediation	0.1		0.1
9/16/25	TS	settlement	0.2		0.2
9/18/25	TS	Messages with client re further questions about settlement	0.1		0.1
9/18/25	LS	Begin drafting PAGA settlement agreement	2.3	2.3	
9/19/25	LS	Finish drafting PAGA settlement agreement and send to opposing counsel for review	1.5	1.5	
9/23/25	TS	Draft individual settlement agreement and send to opposing counsel for review	0.8	0.8	
9/24/25	LS	agreements	0.1		0.1
9/25/25	TS	Messages with client re status of settlement agreements	0.1		0.1
9/26/25	LS	Review email from opposing counsel re comment on PAGA settlement agreement	0.1	0.1	
10/1/25	LS	Email to opposing counsel re status of defense proposed revisions to settlement agreements	0.1		0.1
10/1/25	TS	Further messages with client re status of settlement agreements	0.1		0.1
10/7/25	LS	Further email to opposing counsel to follow up on status of revisions to settlement agreements	0.1		0.1
10/7/25	TS	Additional further messages with client re status of settlement agreements	0.1		0.1
10/9/25	LS	Emails with opposing counsel re status of defense revisions to settlement agreements	0.1		0.1
10/12/25	TS	settlement agreements and correspondence with opposing counsel	0.1		0.1
10/14/25	TS	Multiple further emails with counsel attempting to ascertain status of defense revisions to settlement agreements	0.1		0.1
10/15/25	TS	involvement of mediator in post-settlement discussions	0.1		0.1
10/15/25	TS	Send tax forms to client as needed for settlement and discuss via text message	0.1		0.1
10/15/25	TS	More emails with opposing counsel re settlement agreements	0.1		0.1
10/16/25	TS	Review tax forms received from client	0.1		0.1

10/17/25	TS	Send fully executed settlement and tax forms to opposing counsel for individual settlement	0.1	0.1	
10/17/25	TS	Messages with client re confirmation of effective date of settlement	0.1	0.1	
10/22/25	TS	Emails with opposing counsel re fully executed individual settlement agreement	0.1	0.1	
10/23/25	TS	Messages with client re fully executed settlement agreement	0.1	0.1	
10/29/25	TS	settlement agreement and respond to opposing counsel	0.4		0.4
10/30/25	TS	Messages with client re status of PAGA settlement agreement	0.1		0.1
11/14/25	TS	involvement of mediator in post-settlement discussions	0.1		0.1
11/17/25	TS	Emails with opposing counsel re final PAGA settlement agreement	0.1		0.1
11/18/25	TS	Send executed PAGA settlement agreement to opposing counsel	0.1		0.1
11/19/25	TS	Messages with client re PAGA settlement agreement and status of payment	0.1		0.1
11/24/25	TS	Emails with opposing counsel re status of individual settlement payment	0.1	0.1	
11/25/25	TS	Individual settlement received; check missing; messages with client and opposing counsel	0.2	0.2	
12/4/25	TS	Messages with opposing counsel and client re confirmation of delivery of settlement payment	0.1	0.1	
1/8/26	TS	Attend status conference	1.2		1.2
1/13/26	TS	settlement	1.4		1.4
1/13/26	TS	Draft notice of PAGA settlement for aggrieved employees	0.8		0.8
1/14/26	TS	Draft declaration in support of motion for approval of PAGA settlement	1.3		1.3
1/14/26	TS	Begin drafting proposed order re approval of PAGA settlement	0.6		0.6
1/15/26	TS	settlement	1.5		1.5
1/15/26	TS	Finish drafting proposed order re approval of PAGA settlement	0.3		0.3
1/15/26	TS	declaration, notice, and proposed order to opposing counsel	0.1		0.1
1/26/26	TS	Review email from opposing counsel re approval of PAGA approval motion, and copy of fully executed PAGA settlement agreement	0.1		0.1

1/26/26	TS	agreement	0.1		0.1	
		Review and compile exhibits for inclusion with				
1/27/26	TS	PAGA approval motion	0.4		0.4	
		Obtain and review invoice history for filing and				
1/27/26	TS	service fees	0.1		0.1	
1/28/26	TS	Reserve hearing for PAGA approval motion	0.1		0.1	
		Proofread and revise PAGA approval documents				
1/28/26	TS	to include hearing date; file and serve	0.2		0.2	
		Review notice from court re PAGA approval				
1/29/26	TS	motion accepted for filing	0.1		0.1	
		Prepare and file proof of service re PAGA				
2/18/26	TS	approval motion served on LWDA	0.2		0.2	
4/2/26	TS	Review minute order re status conference	0.1			0.1
		Prepare and file declaration re nonappearance				
4/2/26	TS	at status conference	0.2		0.2	
		Review court's notice of ruling on motion for				
6/11/26	TS	PAGA approval and submit	0.3		0.3	
		Draft and serve notice of ruling on motion for				
6/16/26	TS	approval of PAGA settlement	0.3		0.3	
6/16/26	TS	ruling	0.2		0.2	
		Emails with opposing counsel re terms of				
7/2/26	TS	amended settlement agreement	0.1		0.1	
TOTALS			145.4	72.6	25.3	47.5

e

Exhibit H

Exhibit H

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

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. ~~There were 1,743 weekly and biweekly pay periods worked during the PAGA Period by 44 PAGA Group Members.~~

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

Deleted: As of September 12, 2025, JHA Remediation LLC, and JHA Environmental, Inc., estimated there

Deleted: approximately 1,874

Deleted: approximately 40

Deleted: Final updated figures will be provided to the Settlement Administrator following the approval of the settlement. ...

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 ~~44~~ PAGA Settlement Group Members.

Deleted: approximately 40

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(1)(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(1)(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 an installment payment of one-fourth the PAGA Gross Settlement Sum (\$28,750.00). Defendants shall deliver three further such installment payments of \$28,750.00 each toward the PAGA Gross Settlement Sum no later than 60, 90, and 120 days after 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.

Deleted:

Deleted: ~~##~~ 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, ¶

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. **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

Deleted: <#> 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%.

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.

2. **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.

3. **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.

4. **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.

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

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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: _____

By: _____
Plaintiff Corey Logue

Dated: _____

By: _____
Defendant JHA Remediation LLC

Dated: _____

By: _____
Defendant JHA Environmental, Inc.

Approved as to form:

SOLMER LAW CORPORATION

Dated: _____

Thomas Solmer
Lilit Solmer
Attorneys for Plaintiff Corey Logue

MANNING & KASS

Dated: _____

Al De La Cruz
Christine M. La Vorgna
Attorneys for Defendants
JHA Remediation LLC and JHA
Environmental, Inc.

Exhibit I

Exhibit I

1
2
3
4
5
6
7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF ORANGE, CIVIL COMPLEX CENTER**
10

11 COREY LOGUE,) Case No.: 30-2024-01401183-CU-OE-CXC
12)
13 Plaintiff,) *Assigned for all purposes to:*
14 vs.) The Hon. Layne H. Melzer
15 JHA REMEDIATION, LLC, et al.,) Dept. CX102
16 Defendants.) **[PROPOSED] ORDER AND JUDGMENT**
17) **FOR APPROVAL OF PAGA**
18) **SETTLEMENT**
19)
20) Hearing: ~~June 11~~ August 27, 2026
21) Time: 2:00 P.M.
22)
23) Filed on: May 21, 2024
24) Trial date: Not set
25)
26)
27)
28)
_____)

23 TO ALL PARTIES BY THEIR COUNSEL OF RECORD:

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

27 1. All terms used herein shall have the same meaning as defined in the
28 [PRIVATE ATTORNEYS GENERAL ACT \(LABOR CODE § 2698 ET SEQ.\)](#)

1
2 SETTLEMENT AGREEMENT Settlement Agreement (“PAGA Settlement Agreement”)
3 attached hereto as Exhibit 1. The “PAGA Group Members” are all current and former
4 non-exempt employees who worked for JHA Remediation LLC, and/or JHA
5 Environmental, Inc., in the State of California from March 6, 2023, through September
6 12, 2025. This period of time is also known as the “PAGA Period.”

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

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

24 4. The PAGA Settlement Agreement is not an admission by Defendants or by
25 any other Released Party, nor is this Order and Judgment a finding of the validity of any
26 allegations or of any wrongdoing by Defendants or any other Released Party. Neither
27 this Order and Judgment, the Settlement Agreement, nor any document referred to herein,
28 nor any action taken to carry out the PAGA Settlement Agreement, may be construed as,

1 or may be used as, an admission of any fault, wrongdoing, omission, concession, or
2 liability whatsoever by or against Defendants or any of the other Released Parties.

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

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

7
8 7. The Court hereby approves the payment to the California Labor and
9 Workforce Development Agency of \$51,351.19, representing 75% of PAGA penalty of
10 \$68,468.25, as its share of the settlement of civil penalties under the Private Attorneys
11 General Act, and that it is fair, reasonable, and appropriate. The Court hereby orders
12 Defendant to pay this amount in accordance with the PAGA Settlement Agreement. The
13 Court hereby orders Defendant to pay the remaining Individual Penalty Payments
14 (\$17,117.06) in accordance with the PAGA Settlement Agreement.

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

19 9. The Court hereby confirms the appointment of ILYM Group, Inc., as the
20 Settlement Administrator and awards claims administration fees in the amount of
21 \$3,450.00. The Court directs distribution of settlement benefits by the Settlement
22 Administrator in accordance with the PAGA Settlement Agreement and this Order and
23 Judgment. Any amounts hereby allocated for settlement administration in excess of the
24 final fee charged by ILYM Group, Inc. will revert to the PAGA Penalty share and be
25 distributed 75% percent to the LWDA and 25% to aggrieved employees, in accordance
26 with the PAGA Settlement Agreement.

27 10. Defendant and the other Released Parties shall have no further liability for
28 costs, expenses, interest, attorneys' fees, or for any other charge, expense, or

1 liability, except as provided in the PAGA Settlement Agreement.

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

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

7 13. The Parties are hereby ordered to comply with the terms of the PAGA
8
9 Settlement Agreement. The court orders the parties and the settlement administrator to
10 administer the settlement in accordance with the terms of the settlement agreement.

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

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

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

25 17. A hearing for a final accounting of the distribution of settlement funds shall
26 be held on June 3, 2027 at 2:00 P.M. in Department
27 CX102 of the above-entitled Court. Counsel for Plaintiff shall submit a final
28 administrator's report at least sixteen 9-(16) court days before the hearing addressing the

1 status of the settlement administration, including the actual amounts paid to the aggrieved
2 employees and the other amounts distributed under the settlement, including any
3 uncashed checks.

4
5 Dated:

6 Hon. Layne H. Melzer
7 JUDGE OF SUPERIOR COURT
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit J

Exhibit J

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

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. There were 1,743 weekly and biweekly pay periods worked during the PAGA Period by 44 PAGA Group Members.

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 44 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(1)(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(1)(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 an installment payment of one-fourth the PAGA Gross Settlement Sum (\$28,750.00). Defendants shall deliver three further such installment payments of \$28,750.00 each toward the PAGA Gross Settlement Sum no later than 60, 90, and 120 days after 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. **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.

2. **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.

3. **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.

4. **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.

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

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

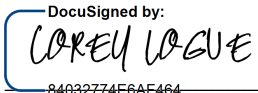
22. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding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

23. **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.

24. **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: 8/4/2026 _____

By:  _____
Plaintiff Corey Logue

Dated: _____

By: _____
Defendant JHA Remediation LLC

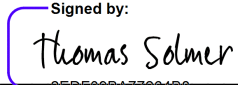
Dated: _____

By: _____
Defendant JHA Environmental, Inc.

Approved as to form:

SOLMER LAW CORPORATION

Dated: 8/4/2026 _____

Signed by:  _____
Thomas Solmer
Lilit Solmer
Attorneys for Plaintiff Corey Logue

MANNING & KASS

Dated: _____

Al De La Cruz
Christine M. La Vorgna
Attorneys for Defendants
JHA Remediation LLC and JHA
Environmental, Inc.

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: _____

By: _____
Plaintiff Corey Logue

Dated: _____

By: _____
Defendant JHA Remediation LLC

Dated: _____

By: _____
Defendant JHA Environmental, Inc.

Approved as to form:

SOLMER LAW CORPORATION

Dated: _____

Thomas Solmer
Lilit Solmer
Attorneys for Plaintiff Corey Logue

MANNING & KASS



Dated: August 4, 2026

Al De La Cruz
Christine M. La Vorgna
Attorneys for Defendants
JHA Remediation LLC and JHA
Environmental, Inc.