James Mathes v. Blue Ridge Power, LLC
c/o Kroll Settlement Administration
LLC P.O. Box 225391
New York, NY 10150-5391

September 4, 2026

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re: PINE GATE RENEWABLES, LLC, *et al.*, Debtors. [1]	Chapter 11 Case No. 25-90669 (CML) (Jointly Administered)
James Mathes, on behalf of himself and others similarly situated, Plaintiff, v. *Blue Ridge Power, LLC*, Defendant.	Adversary No. 25-03828

SETTLEMENT CLASS NOTICE OF PROPOSED SETTLEMENT AND FINAL FAIRNESS HEARING

TO: CERTAIN FORMER EMPLOYEES OF BLUE RIDGE POWER, LLC

There is currently a lawsuit pending titled *James Mathes v. Blue Ridge Power, LLC*, Adv. Proc. No. 25-03828 (the "Adversary Proceeding") in the United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court"). Plaintiff, James Mathes ("Plaintiff"), sued Defendant Blue Ridge Power, LLC ("Defendant" or "Blue Ridge") for having terminated him and certain other employees without 60 days' advanced written notice in alleged violation of the federal Worker Adjustment and Retraining (WARN) Act (the "WARN Action").

Plaintiff and Defendant (collectively, the "Parties") have reached a proposed Settlement of the WARN Action (the "Settlement") in which money would be distributed to the Class Members, Mr. Mathes as the Class Representative, and Class Counsel (each defined below). The Bankruptcy Court has authorized the sending of this Settlement Class Notice to you as a Class Member (defined below).

[1] A complete list of each of the Debtors in these chapter 11 cases (the "***Chapter 11 Cases***") and the last four digits of each Debtor's taxpayer identification number (if applicable) may be obtained on the website of the Debtors' claims and noticing agent at https://cases.omniagentsolutions.com/home?clientId=3751. The Debtors' mailing address for the purposes of the Chapter 11 Cases is 130 Roberts Street, Asheville, North Carolina 28801.

YOU ARE NOT BEING SUED. You should review this Settlement Class Notice carefully as you may be entitled to receive money from the Settlement and your rights may be affected by the Settlement. This Settlement Class Notice advises you that Class Members who do not opt out of the Settlement can receive an award consisting of a share of the Settlement Fund, and advises you of the date, time, and place of the hearing to approve the Settlement.

DEFINITION OF THE CLASS

The Bankruptcy Court has, for Settlement purposes only, certified a Settlement Class (defined below), appointed Plaintiff as the Class Representative (defined below), and appointed Plaintiff's lawyers, J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC, Samuel J. Strauss and Raina Borrelli of Strauss Borrelli, PLLC, Lynn A. Toops of CohenMalad, LLP, and Matthew S. Okin and Ryan O'Connor of Okin Adams Bartlett Curry, LLP, as Class Counsel ("Class Counsel"). The Bankruptcy Court has also preliminarily approved the Settlement, approved this Settlement Class Notice, and set a date for a final hearing for approval of the Settlement (the "Final Fairness Hearing").

The "Settlement Class" is defined as:

> Plaintiff and other similarly situated employees of Defendant who:
> (i) worked at and/or received assignments from the facilities located at Defendant's Fayetteville, North Carolina worksite; (ii) were laid off (as defined by Blue Ridge) on or around October 17, 2025; (iii) are affected employees within the meaning of 29 U.S.C. § 2101(a)(5), and (iv) have not filed a timely request to opt out of the Settlement Class.

"Class Members" are defined as members of the Settlement Class. You have been identified as a Class Member who is eligible to participate in the Settlement.

The "Class Representative" is James Mathes, a former employee who initiated this lawsuit.

BACKGROUND

On or around October 17, 2025, Plaintiff and other employees of Blue Ridge who worked at or reported to the Fayetteville, North Carolina work site were laid off by Blue Ridge.

On November 6, 2025, Blue Ridge and 118 of its affiliated entities each filed a voluntary petition for relief under Title 11 of the United States Bankruptcy Code in the Bankruptcy Court, thereby commencing the Chapter 11 Cases. The Chapter 11 Cases are being jointly administered under Case No. 25-90669.

On November 17, 2025, Plaintiff commenced the Adversary Proceeding and filed Plaintiff's Class Action Complaint [Adv. D.E. 1] (the "Complaint") against Blue Ridge. The Complaint asserts that Blue Ridge is liable to Plaintiff and the Class Members for damages they are entitled to receive in accordance with the WARN Act as a result of Blue Ridge's alleged violation of the WARN Act.

Blue Ridge has not yet filed an Answer or otherwise responded to the Complaint.
Blue Ridge has continued to deny all liability, and no court has made any finding related to liability. The Parties have concluded that it is in their best interests to settle this lawsuit to avoid the risk, expense, and uncertain outcome associated with continued litigation. The proposed Settlement was reached through extensive arm's-length negotiations and a mediation between the Parties.

Pursuant to an order dated August 17, 2026, the Bankruptcy Court (i) preliminarily approved the Settlement Agreement dated March 31, 2026, by and between Plaintiff on his own behalf and on behalf of others Class Members and Defendant (the "Settlement Agreement"); (ii) approved this Settlement Class Notice, and (iii) scheduled the Final Fairness Hearing for final approval of the Settlement.

COUNSEL FOR THE PARTIES

Any questions you may have concerning the proposed Settlement should be directed to Class Counsel:

STRANCH, JENNINGS, & GARVEY, PLLC 223 Rosa Parks Ave., Suite 200 Nashville, TN 37203 Telephone: 615-254-8801 Attention: J. Gerard Stranch, IV, Esq., gstranch@stranchlaw.com	OKIN ADAMS BARTLETT CURRY LLP 1113 Vine St., Suite 240 Houston, Texas 77002 Telephone: 713-228-4101 Attention: Matthew S. Okin, Esq., mokin@okinadams.com
STRAUSS BORRELLI, PLLC 613 Williamson St., Suite 201 Madison, WI 53703 Telephone: 872-263-1100 Attention: Samuel J. Strauss, Esq., sam@straussborrelli.com	COHENMALAD, LLP One Indiana Square, Suite 1400 Indianapolis, IN 46204 Telephone: 317-636-6481 Facsimile: 317-636-2593 Attention: Lynn A. Toops, Esq., ltoops@cohenmalad.com

Questions concerning the proposed Settlement should **NOT** be directed to counsel for Blue Ridge.

THE PROPOSED SETTLEMENT

The terms of the Settlement are set forth in the Settlement Agreement. The following description of the proposed Settlement is only a summary, and any inconsistency shall be governed by the terms of the Settlement Agreement. You may request the complete text of the Settlement Agreement from Class Counsel. A copy of the Settlement Agreement is also available on the Settlement Administrator's website: www.BlueRidgeWARNActSettlement.com.

The terms of the Settlement Agreement are summarized as follows:

a) **Settlement Amount:** In full and final Settlement of the Class Action and Released Claims, the Parties agree that Debtors shall fund the Settlement by making a payment to Kroll Settlement Administration LLC (the "Settlement Administrator") in the total amount of $3,072,482 USD less the aggregate amount that would be payable on account of Other Priority Claims (as defined in the Plan) held by putative Class Members who opt out in accordance with the procedures described herein (the "Settlement Amount"), which shall be used to pay: (i) a Service Payment to the Class Representative (see below), (ii) the Settlement distributions to be made to individual Class Members (each individual payment to an individual Class Member, a "Settlement Award"), (iii) Class Counsel Fees and Expenses (see below), (iv) Administration Costs, including but not limited to the cost of issuing Settlement Class Notices, and (v) all taxes and withholdings Class Members are required to make arising out of, or based on, Settlement payments to the Settlement Class (see below). In addition, certain Class Members will receive an Allowed General Unsecured Claim (as defined in the Plan), which claim shall receive the treatment provided for such claim under the Plan.

b) **<u>Distribution of the Settlement Amount</u>:** The Settlement Administrator shall be responsible for determining the share of each individual Class Member and the preparation and mailing of the individual checks to each Class Member for his or her share under the Settlement Agreement (including the Service Payment). Individual Settlement Award payments shall be administered to Class Members by the Settlement Administrator. The Settlement Administrator shall cause the individual checks to be mailed to each Class Member as soon as reasonably practicable, but no more than thirty (30) days following the Effective Date.

c) **<u>Estimated Individual Recovery Under Settlement</u>:** Enclosed with this Settlement Class Notice, you will find your individual ***estimated*** recovery under the Settlement. This estimated recovery amount does not include any deductions for applicable taxes and withholdings as required by federal, state, and local law. However, this estimated recovery amount has already deducted Service Payments, Class Counsel Fees, and Administration Costs. Exact recovery amounts remain subject to, among other things, approval of Service Payments and Class Counsel Fees, the number and identity of Opt-Outs, and the number and amount of unclaimed distributions.

d) **<u>Responsibilities of Defendant</u>:** Blue Ridge shall, within five (5) business days of the Effective Date (defined below), fund a Qualified Settlement Fund created by the Settlement Administrator in coordination with the Debtors with the Settlement Amount.

e) **<u>Responsibilities of Class Counsel</u>:** Class Counsel shall be responsible for responding to Class Members' questions arising from or related to the Settlement Agreement.

f) **<u>Class Representative Service Payment</u>:** Subject to the Bankruptcy Court's approval, Plaintiff James Mathes, as the Class Representative, shall be entitled to a one-time payment of $2,000 (the "<u>Class Representative Service Payment</u>"), for his services on behalf of the Settlement Class, payable from the Settlement Amount in addition to his Settlement Award.

g) **<u>Class Counsel's Fees and Expenses</u>:** Subject to the Court's approval, Class Counsel shall receive attorneys' fees and costs in the maximum amount of $1,028,383, plus reasonable and actual incurred expenses ("<u>Class Counsel's Fees and Expenses</u>").

h) **<u>Effective Date</u>:** The Settlement Agreement shall only become effective on the date on which the order approving the Settlement Agreement becomes a "final order" (the "<u>Effective Date</u>"). The final Settlement order shall become a final order when (a) the period for filing any appeal, writ, or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed; (b) any appeal, writ, or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (c) any appeal, writ, or other appellate proceeding has upheld the Bankruptcy Court's Final Approval Order with no right to pursue further remedies or relief. Upon the Effective Date, the Settlement Agreement shall be effective as to all Class Members.

i) **<u>Release</u>:** Upon the Effective Date, except for any rights arising out of, provided for, or reserved in the Settlement Agreement, the Class Representative and each Class Member, for and on behalf of themselves and their respective agents, attorneys, heirs, representatives, or assigns (the "<u>Releasing Parties</u>"), will fully and forever release and discharge the Debtors and their affiliates, and the Debtors' estates, subsidiaries (including all subsidiaries that existed as such as of the Petition Date), predecessors, parent(s), successors, assigns, officers, directors, shareholders, agents, employees, professionals, partners, members, insurers, accountants, attorneys, representatives, and other agents, as well as their respective predecessors, successors, and assigns (the "Released Parties"), of, and from, any and all claims, demands, debts, liabilities, obligations, liens, actions and causes of action, costs, expenses, attorneys' fees, and damages of whatever kind or nature, at law, in equity and otherwise, which were asserted in the Complaint, the Class Proof of Claim, or any proofs of claim filed by Class Members, or which materially relate to, or arise from, the violations of the WARN Act alleged in the Class Action (the "Released Claims"). On the Effective Date, all Released Claims shall be deemed settled, released, withdrawn, and dismissed in their entirety, on the merits, with prejudice. The Releasing Parties expressly waive and release, to the fullest extent that the law permits, any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code, which provides:

> Section 1542. Certain Claims Not Affected by General Release. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party; or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code.

j) Taxation of Each Class Member's Share of the Settlement: The Settlement Administrator shall pay and report each individual Settlement Award as wages. The Settlement Administrator will report each individual Settlement Award to the appropriate taxing authorities on a Form W-2 issued to the Class Member with his or her individual taxpayer identification number. Each individual Settlement Award shall be subject to deductions for applicable taxes and withholdings as required by federal, state, and local law. Neither the Debtors, nor Class Counsel, will calculate, withhold, or pay any taxes from the distributions paid to Class Members under the Settlement Agreement. Each Class Member shall be responsible for calculating and paying all applicable federal, state, and local income taxes, as well as statutory taxes including, without limitation, Federal Insurance Contribution Act ("FICA") and federal and state unemployment insurance amounts ("UI"), associated with the individual fund distribution that the Class Member has received. Neither the Debtors nor Class Counsel shall be responsible for fulfilling any requisite reporting requirements. Neither the Debtors nor Class Counsel believe that any FICA or UI tax liabilities exist with respect to distributions made in respect of the Settlement Agreement, and the Settlement Administrator shall provide a statement with each payment expressing same. Plaintiff and the Class Members acknowledge that neither the Released Parties nor Defendant's counsel has provided or will provide any tax advice.

Moreover, Plaintiff and the Class Members acknowledge they are solely and entirely responsible for the payment and discharge of all federal, state, and local taxes, if any, which may, at any time, be found to be due upon or as a result of any amount that is paid to them under the Settlement Agreement. Plaintiff and the Class Members agree to indemnify, defend, and hold harmless the Released Parties from any claim or liability, or for any taxes and related penalties and/or interest, asserted against the Released Parties relating to the manner in which payments under the Settlement Agreement are allocated and paid.

k) Unclaimed Funds: The Settlement Agreement allows for the potential of more than one payment distribution to the Settlement Class. All Class Members will receive their *pro rata* share of the Settlement Fund in the initial distribution. Any checks for a Class Member's Settlement Award from the initial distribution which are not deposited, endorsed, or negotiated within 120 calendar days of their date of issuance shall be deemed Unclaimed Funds (the "Unclaimed Funds") on the 121st day following the date of such issuance. One hundred twenty-one (121) days after the initial distribution, if the total amount of Unclaimed Funds exceeds 10% of the Total Settlement Award Amount, a second distribution will be made only to those Class Members who cashed their initial distribution checks in proportion to their original Settlement Awards. Class Members will have 60 calendar days to cash the second distribution check, if a second distribution is made, and on the 61st day following the date of such issuance, any remaining funds will be treated as Remaining Funds and subject to further redistribution among the Class Members who cashed their prior distribution check.

The proposed Settlement will be presented to the Bankruptcy Court for final approval at the Final Fairness Hearing to be held on **November 9, 2026 at 10:00 AM (prevailing Central Time) at 515 Rusk Street, Courtroom 404, Houston, TX 77002**.

The Bankruptcy Court will, at that time, decide whether the Settlement is fair, reasonable, and adequate to the Class Members and whether the request of Class Counsel for attorneys' fees and expenses should be approved. As explained below, you have the right to object to the proposed Settlement including the Class Counsel's request for attorneys' fees and expenses and to appear in person at the Final Fairness Hearing to be heard, or to engage counsel to do so on your behalf.

WHAT TO DO IF YOU WANT TO RECEIVE A SHARE OF THE SETTLEMENT

To receive your share of the Settlement, there is nothing you need to do. Your check will be mailed to you following the final approval of the Settlement by the Bankruptcy Court. If the name or address information provided on this form is incorrect, please update your information with the Settlement Administrator by contacting:

Mathes v. Blue Ridge Power, LLC
c/o Kroll Settlement Administration LLC
P.O. Box 225391
New York, NY 10150-5391
(833) 453-3720

www.BlueRidgeWARNActSettlement.com

WHAT HAPPENS IF YOU DO NOTHING IN RESPONSE TO THIS SETTLEMENT CLASS NOTICE

If you do nothing in response to this Settlement Class Notice, you will receive your share of the Settlement and you will be bound by the terms of the Settlement, including the release, described above. Therefore, you will not have the right to pursue any claims covered by the release against Blue Ridge or the Released Parties and will be forever barred from doing so.

WHAT TO DO IF YOU WANT TO EXCLUDE YOURSELF FROM THE SETTLEMENT

You may preserve your right to pursue any claims you may have separately from the Adversary Proceeding by choosing to "Opt Out" of the Settlement. If you choose not to participate in the Settlement and do not want to receive your Settlement Award, you must fill out the opt-out form ("Opt-Out Form") and sign and mail it as directed on the Opt-Out Form.

The Opt-Out Form must be postmarked no later than **October 5, 2026**. All Opt-Out Forms postmarked after that date will be disregarded, and any person who sends a late Opt-Out Form will be bound by the terms of the Settlement and not be able to pursue any claims separately from this lawsuit.

If you choose to opt out, you will not receive any money from the Settlement, and you will not have any right to object to the Settlement.

If you choose to opt out, unless you timely filed by January 9, 2026, at 11:59 p.m. (prevailing Central Time), an individual Class Proof of Claim in the Chapter 11 Cases asserting claims arising from the allegations set forth in the Complaint, you will be barred from any recovery in connection with the allegations set forth in the Complaint.

If you choose not to opt out, your individual Class Proof of Claim will be disallowed, and your individual claims arising from the allegations set forth in the Complaint will be forever waived and released, with your sole entitlement to relief being the Settlement.

OBJECTIONS

If you believe the proposed Settlement is unfair or you otherwise wish to object to the proposed Settlement, including Class Counsel's Fees and Expenses, you must do so either in person or through counsel at the Final Fairness Hearing. You may object by mailing a written statement bearing the caption of this case that appears on the first page of this Settlement Class Notice setting forth the reason(s) for your objection to the United States Bankruptcy Court for the Southern District of Texas, 515 Rusk Street, Houston, TX 77002. Objections must be **RECEIVED** by the Bankruptcy Court no later than **November 2, 2026**, and must include the case name and number, your name, address, and telephone number together with the basis for your objection.

You also have the right, but are not required, to retain counsel to appear for you, to object on your behalf and be heard at the Final Fairness Hearing at which the Bankruptcy Court will consider whether to finally approve the Settlement. If you do, then you will be responsible for your personal attorney's fees and costs. You or your counsel may also appear at the Final Fairness Hearing when the Bankruptcy Court considers your objection and final approval of the Settlement. If your objection is overruled or rejected by the Court, then you will be bound by the Settlement just as if you had not objected.

If you elect to engage counsel, your counsel must file a notice of appearance with the Bankruptcy Court no later than **November 2, 2026**, and at that time also file a statement setting forth any objections on your behalf.

OTHER INFORMATION

Providing you with this Settlement Class Notice does not mean that the Bankruptcy Court has any opinion as to the claims or defenses of the Parties.

Requests for more information should be made by phone, email, or first-class mail to Class Counsel as identified above.

If you have any questions, please do not write or call the Bankruptcy Court or counsel for Blue Ridge.

If you have any questions, please visit www.BlueRidgeWARNActSettlement.com and use the Contact Us button to contact the Settlement Administrator, or call (833) 453-3720. You may also write to the Settlement Administrator at:

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