

Exhibit B

ENTERED

August 17, 2026

Nathan Ochsner, Clerk

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

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	:
In re:	: Chapter 11
	:
PINE GATE RENEWABLES, LLC, <i>et al.</i> ,	: Case No. 25-90669 (CML)
	:
Post-Effective Date Debtors. ¹	: (Jointly Administered)
	:
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**INTERIM ORDER (A) (I) APPROVING THE SETTLEMENT
BY AND BETWEEN JAMES MATHES, ON HIS OWN BEHALF
AND ON BEHALF OF OTHERS SIMILARLY SITUATED, AND THE
POST-EFFECTIVE DATE DEBTORS, (II) CERTIFYING A CLASS FOR
SETTLEMENT PURPOSES ONLY, (III) APPOINTING PLAINTIFF AS CLASS
REPRESENTATIVE AND PLAINTIFF’S COUNSEL AS CLASS COUNSEL FOR
SETTLEMENT PURPOSES ONLY, (IV) APPROVING THE FORM AND MANNER OF
SERVICE OF THE SETTLEMENT CLASS NOTICE, (V) APPOINTING THE
SETTLEMENT ADMINISTRATOR, AND (VI) SCHEDULING FINAL HEARING;
AND (B) GRANTING RELATED RELIEF
(Relates to Docket No. 1911)**

Upon the motion (the “*Motion*”)² of the above-captioned debtors (collectively, the “*Post-Effective Date Debtors*”) for entry of an interim order (this “*Preliminary Approval Order*”) and a final order (the “*Final Approval Order*”): (A) (i) approving the Settlement by and between Plaintiff, on his own behalf and on behalf of others similarly situated, and the Post-Effective Date Debtors, (ii) certifying the Settlement Class for Settlement purposes only, (iii) appointing Plaintiff as Class Representative and Plaintiff’s counsel as Class Counsel for Settlement purposes only,

¹ A complete list of each of the Post-Effective Date Debtors in these chapter 11 cases (the “*Chapter 11 Cases*”) and the last four digits of each Post-Effective Date Debtor’s taxpayer identification number (if applicable) may be obtained on the website of the Post-Effective Date Debtors’ claims and noticing agent at <https://omniagentsolutions.com/PGR>. The Post-Effective Date Debtors’ mailing address for the purposes of the Chapter 11 Cases is 910 Pleasant Grove Blvd., Ste. 120-351, Roseville, California 95678.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion or the Settlement Agreement, as applicable.

(iv) approving the form and manner of service of the Settlement Class Notice, (v) appointing the Settlement Administrator, and (vi) scheduling a Final Fairness Hearing to consider final approval of the Settlement Agreement; and (B) granting related relief; all as more fully set forth in the Motion and the Settlement Agreement; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and that this Court may enter an order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Post-Effective Date Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Post-Effective Date Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion; and upon any hearing held on the Motion; and all objections, if any, to the relief requested in the Motion having been withdrawn, resolved, or overruled; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor.

**THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND
CONCLUSIONS OF LAW:³**

A. The Settlement is a good-faith compromise and settlement of disputes, controversies, claims, and causes of action arising out of or otherwise

³ The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

related to the *James Mathes v. Blue Ridge Power, LLC*, Adversary No. 25-03828 (the “*Class Action*” or the “*Adversary Proceeding*”).

- B. The Settlement Agreement is the product of extensive arm’s-length, good faith negotiations and represents a fair and reasonable compromise among the Parties. The Settlement is reasonable, fair, equitable, appropriate, and in the best interests of each of the Debtors and their estates, and entry into the Settlement Agreement reflects a sound exercise of the Post-Effective Date Debtors’ business judgment.**

IT IS HEREBY ORDERED THAT:

1. The Post-Effective Date Debtors are authorized to enter into the Settlement Agreement in accordance with and subject to the terms and conditions of this Preliminary Approval Order.

2. The Settlement Class shall include employees who (i) worked at and/or received assignments from Blue Ridge's Fayetteville, North Carolina and/or Asheville, North Carolina worksites; (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.

3. The Settlement Class is approved for Settlement purposes only pursuant to Federal Rule 23 and Bankruptcy Rules 7023 and 9014.

4. James Mathes is hereby designated as Class Representative for Settlement purposes only. No aspect of the Settlement Agreement shall improperly grant preferential treatment to the Class Representative.

5. 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 A. O'Connor of Okin Adams Bartlett Curry, LLP, are hereby appointed as Class Counsel for Settlement purposes only.

6. Kroll Settlement Administration LLC is appointed as the Settlement Administrator to administer the terms of the Settlement Agreement.

7. The form of the notice of the Settlement and opt-out form to be sent to the Class Members (the “***Settlement Class Notice***”) attached to the Settlement Agreement comports with all applicable law and is hereby approved.

8. Within ten (10) days following the entry of this Preliminary Approval Order, Blue Ridge shall provide a spreadsheet to the Settlement Administrator that lists, for each Class Member, their name, last-known address, and last four digits of their social security number (“***Class Member Spreadsheet***”). The Settlement Administrator will run a check of the Class Members’ last-known addresses against those on file with the U.S. Postal Service’s National Change of Address List.

9. The Settlement Administrator shall serve the Settlement Class Notice in accordance with the Settlement Agreement within ten (10) business days of receipt of the Class Member Spreadsheet. Notices returned to the Settlement Administrator as non-delivered shall be re-sent to the forwarding address, if any, on the returned envelope. If there is no forwarding address, the Settlement Administrator will conduct a computer search for a new address using the last four digits of the Class Member’s social security number. Such search will be performed by the Settlement Administrator one time for each Settlement Class Notice returned without a forwarding address per Class Member.

10. If any putative member of the Settlement Class does not wish to be a Class Member, then such party may opt-out of the Settlement Class by following the procedures set forth in the Settlement Class Notice and mailing the opt-out form to the Settlement Administrator at the

address provided in the Settlement Class Notice postmarked no later than thirty (30) days after the date of mailing the Settlement Class Notice (the “***Opt-Out Deadline***”).

11. Within five (5) business days after the Opt-Out Deadline, Class Counsel shall provide a declaration to the Court and the Post-Effective Date Debtors reflecting the results of the Settlement Class Notice and opt-out process. This declaration shall inform and disclose to the Court and the Post-Effective Date Debtors about (a) the number of putative class members who opt-out of the Settlement Class as a percentage against the total number of putative Class Members; (b) the manner by which the opt-out percentage was determined, including underlying documents, if applicable; and (c) the names of the putative members of the Settlement Class who have opted-out.

12. Class Counsel is authorized to file a proof of claim on behalf of the Settlement Class within five (5) business days from the execution of the Settlement Agreement in an amount equal to the Settlement Agreement.

13. Pending entry of the Final Approval Order, any pending dates and deadlines related to the Adversary Proceeding, Bankruptcy Rule 2004 notices, and the Adversary Proceeding, are hereby abated.

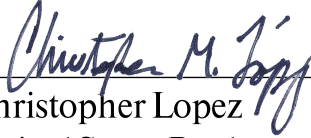
14. Pending entry of the Final Approval Order, the Parties shall not commence any additional proceedings against, or serve any additional discovery upon, any other Party (including their respective affiliates, parents, representatives, related parties, members, member parents, member parent affiliates, shareholders, officers, directors, employees, agents, professionals, successors, and assigns) related to or arising from the Adversary Proceeding.

15. The Court shall conduct the Final Fairness Hearing on November 9, 2026 at 10:00 AM, prevailing Central Time.

16. Objections or other responses to final approval of the Settlement Agreement are to be filed with the Court no later than November 2, 2026 (the “***Objection Deadline***”).
17. Objections or other responses must be (a) in writing, (b) identify the putative member of the Settlement Class, and (c) must state with particularity the legal and factual basis for such objection or other response to the Settlement Agreement.
18. If the Settlement Agreement is not approved, is voided, terminated, or fails to become effective for any reason, the Class Representative, the Settlement Class, and the Post-Effective Date Debtors shall be returned to the status quo that existed immediately prior to the date of execution of the Settlement Agreement.
19. Pursuant to paragraph 34 of the Settlement Agreement and upon entry of the Final Approval Order, any individual proofs of claim filed by Class Members asserting claims against the Debtors that are released under the Settlement Agreement shall be deemed withdrawn. The Post-Effective Date Debtors’ claims and noticing agent, Omni Agent Solutions, Inc., is directed to update the claims register to reflect the foregoing.
20. Notice of the Motion as provided therein shall be deemed good and sufficient notice and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.
21. Notwithstanding any Bankruptcy Rule, the terms and conditions of this Preliminary Approval Order are immediately effective and enforceable upon its entry.
22. The Post-Effective Date Debtors, the Settlement Administrator, the Class Representative, and Class Counsel are authorized to take all actions necessary to effectuate the relief granted in this Preliminary Approval Order in accordance with the Motion.

23. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Preliminary Approval Order.

Signed: August 17, 2026



Christopher Lopez
United States Bankruptcy Judge