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HUMBOLDT SAWMILL COMPANY, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF HUMBOLDT

JOSEPH EUDY, on behalf of himself, and all
others similarly situated, an on behalf of the
general public,

Plaintiff,

vs.

HUMBOLDT SAWMILL COMPANY, LLC, a
Delaware Limited Liability Company, and DOES
1 to 10, inclusive,

Defendants.

) Case No.: CV2101715

) (consolidated with Case No. CV2200186)

) **JOINT STIPULATION OF CLASS AND**
) **REPRESENTATIVE ACTION**
) **SETTLEMENT**

JOINT STIPULATION OF SETTLEMENT

CASE NOS. CV2101715 (and CV2200186)

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

This Joint Stipulation of Class and Representative Action Settlement Agreement and Release (the “Agreement” or the “Settlement”) is between Plaintiff Joseph Eudy (“Plaintiff”) and Defendant Humboldt Sawmill Company, LLC (“Defendant”) (collectively, “the Parties”). This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge and settle the “Released Claims” (as defined below) on a class and representative action basis pertaining to the “Released Parties” (as defined below) upon and subject to the terms and conditions contained in this Agreement. This Agreement, which is contingent upon Final Court approval, contains the terms of the Parties’ agreement. Plaintiff and Class Counsel believe that the settlement set forth in this Agreement confers substantial benefits upon the Class Members.

DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

1. “Actions” means the civil cases in the Superior Court of California, County of Humboldt, designated *Joseph Eudy v. Humboldt Sawmill Company, LLC* (CV 2101715) (PAGA), related to *Joseph Eudy v. Humboldt Sawmill Company, LLC* (CV 2200186) (Class). The Actions also include all claims that Plaintiff alleged in Plaintiff’s April 27, 2021, PAGA letter.
2. “Administrator” or “Settlement Administrator” means Phoenix Settlement Administrators, the third-party administrator proposed by the Parties and appointed by the Court to administer the Settlement.
3. “Class” means all current and former non-exempt California employees of Humboldt Sawmill Company, LLC, who worked at least one shift from February 3, 2018, through June 20, 2023 (the “Class Members”).
4. “Class Counsel” means OTKUPMAN LAW FIRM, A LAW CORPORATION.
5. “Class Counsel Fees Payment” means the amounts to be paid to Class Counsel as approved by the Court to compensate them for their legal work in connection with the Actions, including their pre-filing investigation, their filing of the Actions, all related litigation activities, all Settlement work, all post-Settlement compliance procedures in an amount of up to 33% of the GSA.
6. “Class Counsel Litigation Expenses Payment” means the amount to reimburse Class Counsel for their litigation expenses of not more than \$20,000, subject to proof and as approved by the Court.
7. “Class Data List” means information for each Class Member that Defendant will

provide to the Settlement Administrator. To the extent available, the Class Data List will contain each Class Member's full name; last-known mailing address; telephone number; Social Security number; number of workweeks full or partial) worked by each individual Class Member during the Class Period; and number of Pay Periods (full or partial) worked as a PAGA Member during the PAGA Period.

8. "Class Member" is a member of the Class. There are an estimated 715 Class Members who have worked an estimated not more than 60,000 workweeks during the Class Period.

9. "Class Notice" or "Notice" means the Court-approved Notice of Class Action Settlement in a form substantively similar to **Exhibit A**, to be mailed to Class Members informing them of the settlement, including their rights to request exclusion or to object to the Settlement, of their estimated payment to be received without the need to return a claim form, and the date set for the Final Approval Hearing.

10. "Class Period" means the period from February 3, 2018 through June 20, 2023.

11. "Class Representative Service Payment" means the payment approved by the Court to be made to the Plaintiff in his capacity as Class Representative to compensate Plaintiff for initiating the Actions, performing work in support of the Actions, undertaking the risk of liability for Defendant's expenses in the event Plaintiff failed in the prosecution of the Actions, and for the general release of all claims by Plaintiff as set forth herein.

12. "Court" means the Superior Court of California, County of Humboldt.

13. "Defendant's Counsel" means SMITH, GAMBRELL & RUSSELL, LLP.

14. "Effective Date" means the date on which all of the following have occurred: (a) the Court grants final approval of this Settlement; and (b) the Judgment becomes Final as defined in this Agreement.

15. "Final" means the last of the following dates, as applicable: (a) after Judgment is entered, then the due date to appeal the Judgment when no appeal is filed, and (b) after Judgment is entered and a timely appeal is filed, the date the Judgment is affirmed and is no longer subject to appeal.

16. "Final Approval Hearing" means the hearing to be conducted by the Court to determine whether to finally approve the terms of this Agreement and enter the Judgment.

17. "Gross Settlement Amount" or "GSA" means the non-reversionary sum of Nine Hundred and Ninety-Five Thousand Dollars (\$995,000) which shall be inclusive of the Individual Class Settlement Payments to Participating Class Members, Individual PAGA Payments to PAGA Members, Administration Expenses, Class Counsel Fees

Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the LWDA Payment, but excluding any employer-side payroll taxes due on the portion of the Individual Settlement Payments allocated to wages which Defendant shall pay separately and in addition to the Gross Settlement Amount

18. "Individual Class Settlement Payment" means the amount paid from the Net Settlement Amount to a Participating Class Member. Any Class Member who submits a request for exclusion pursuant to the procedures set forth herein is not a Participating Class Member and is not eligible to receive an Individual Class Settlement Payment.

19. "Individual PAGA Payment" means the pro rata share of the \$12,500 (25% of the total \$50,000 PAGA Civil Penalty Payment) amount allocated to alleged aggrieved employees out of the PAGA Civil Penalty Payment that each PAGA Member will receive.

20. "Judgment" means the Final Approval Order and Judgment entered by the Court in each of the Actions.

21. "Net Settlement Amount" means the Gross Settlement Amount less the Court-approved amounts for the Class Representative Service Payment, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Civil Penalty Payment, and Administration Expenses. The Net Settlement Amount is the total amount that will be paid to Participating Class Members, in the form of Individual Class Settlement Payments.

22. "Non-Participating Class Member" means a Class Member who submits a valid and timely request for exclusion from the Settlement in the manner described in the Notice of Class Action Settlement.

23. "Notice Packet" means the Class Notice, the Change of Address Form approved by the Parties and subject to Court approval, and the pre-printed return envelope, all of which the Settlement Administrator will mail to each Class Member.

24. "PAGA refers to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2699, *et seq.*

25. "PAGA Civil Penalty Payment" means the sum of \$50,000 to be paid out of the Gross Settlement Amount, designated by the Parties as PAGA civil penalties of which \$37,500 (75%) shall be paid pursuant to the PAGA to the Labor and Workforce Development Agency ("LWDA"), ("LWDA Payment"), and the remaining \$12,500 (25%) shall be paid proportionately to all PAGA Members.

26. "PAGA Members" are those Class Members employed during the PAGA Period and who will be paid an Individual PAGA Payment, regardless of whether they exclude themselves from the Class Settlement.

- 1 27. “PAGA Period” means that period from April 27, 2020 through June 20, 2023.
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- 3 28. “PAGA Release” means all causes of action and claims that were alleged in the Action,
- 4 or predicate claims that reasonably could have been alleged based on the facts and
- 5 legal theories asserted in the Action, that seek civil penalties and other relief available
- 6 pursuant to the PAGA against the Released Parties. Regardless of whether any Class
- 7 Member opts out of the Class Settlement, they will still be bound by the PAGA Release
- 8 if they are PAGA Members. The period of the PAGA Release is the PAGA Period.
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- 10 29. “Participating Class Member” means a Class Member who does not submit a valid
- 11 and timely request for exclusion from the Class Settlement.
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- 13 30. “Pay Period” means any regularly scheduled pay period (whether weekly, biweekly,
- 14 semi-monthly or other) in which a Class Member worked at all during the PAGA
- 15 Period.
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- 17 31. “Preliminary Approval of the Settlement” means the Court’s Order Granting
- 18 Preliminary Approval of the Settlement.
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- 20 32. “Qualified Settlement Fund” or “QSF” means the account established by the
- 21 Administrator for the Gross Settlement Amount and employer-side payroll taxes and
- 22 distribution as provided by this Agreement and as ordered by the Court.
- 23
- 24 33. “Released Claims” means all claims, demands, rights, liabilities, and causes of action
- 25 of any kind whatsoever, whether known or unknown, that have been, or could have
- 26 been asserted in (including any claims within the scope of, related to the subject matter
- 27 of, and relevant to the issues raised in) the Actions, which includes all claims alleged
- 28 in the PAGA Letter and all causes of action alleged in the Actions. This includes, but
- is not limited to, statutory, constitutional, contractual or common law claims for
- wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive
- damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief,
- arising out of or based upon the allegations in the Action, including the California
- Labor Code, the Fair Labor Standards Act, the California Industrial Welfare
- Commission Wage Orders, and the California Business and Professions Code section
- 17200, et seq., and including, without limitation, the following categories of
- allegations, to the fullest extent such claims are releasable by law: (a) all claims for
- failure to provide compliant meal periods and pay related premiums at the regular rate;
- (b) all claims for failure to provide compliant rest periods and pay related premiums
- at the regular rate; (c) all claims for failure to pay all wages; (d) all claims for failure
- to provide accurate wage statements; (e) all claims for failure to pay final wages upon
- termination; and (f) all claims for failure to pay wages timely during employment. The
- Class Members understand and agree that this release includes a good-faith
- compromise of disputed wage claims. The period of the Released Claims shall extend

for the Class Period. The res judicata effect of the Judgment will be the same as the Released Claims.

34. “Released Parties” means Humboldt Sawmill Company, LLC (including any individuals or entities that could be deemed a joint or co-employer with, or part of an integrated enterprise with, Humboldt Sawmill Company, LLC) and its past, present and/or future, direct and/or indirect, owners, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, parent companies, subsidiaries, affiliates, successors, and assigns.

35. “Settlement” means the disposition of the Actions and all related claims effectuated by this Agreement.

36. “Workweeks” means any workweek (as designated from time to time by Defendant during the Class Period) in which Settlement Class Members worked at any time at all during that workweek.

RECITALS

37. On April 27, 2021, Plaintiff filed a PAGA letter with the Labor and Workforce Development Agency (the “PAGA Letter”) alleging several wage and hour claims, including the following: the failure to pay minimum wages for all hours worked, the failure to pay overtime wages, the failure to provide compliant meal and rest breaks, the failure to reimburse for all business expenses, the failure to pay all wages due and owing at the end of employment, failure to timely pay wages during employment, and the failure to provide accurate itemized wage statements.

38. On December 1, 2021, Plaintiff filed a Representative Action under Labor Code Private Attorneys General Act of 2004, California Labor Code section 2699, *et seq.* (“PAGA”), against defendant Humboldt Sawmill Company, LLC (*Joseph Eudy v. Humboldt Sawmill Company, LLC*, Humboldt Superior Court Case No. CV2101715 (the “Initial Complaint”). The Initial Complaint alleges violations of the Labor Code for meal and rest period wage penalties, unpaid overtime, and derivative Labor Code claims for inaccurate wage statements, untimely payment of wages, and waiting time penalties (including specific alleged violations of California Labor Code sections 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 201 – 203, and 204(a), (b)).

39. On February 3, 2022, plaintiff Joseph Eudy filed another lawsuit against defendant Humboldt Sawmill Company, LLC (*Joseph Eudy v. Humboldt Sawmill Company, LLC*, Humboldt Superior Court Case No. CV2200186 (the “Subsequent Complaint”). This Subsequent Complaint was filed as a putative class action by the same plaintiff, against the same defendant. The Subsequent Complaint also alleges violations on behalf of plaintiff and the putative class for meal and rest break penalties, unpaid overtime and derivative claims for inaccurate wage statements, untimely payment of wages, and waiting time penalties (including specific alleged violations as follows: (1) failure to provide meal periods in violation of Labor Code sections 226.7, 512, and

558; (2) failure to provide rest periods in violation of Labor Code sections 226.7, 512, and 558; (3) failure to pay all wages in violation of Labor Code sections 510, 1194, and 1194.2; (4) knowing and intentional failure to comply with itemized employee wage statement provisions in violation of Labor Code section 226(a), (e); (5) failure to timely pay wages due at termination in violation of Labor Code sections 201 – 203; and (6) failure to timely pay employees in violation of Labor Code section 204(a), (b)).

40. The Initial Complaint and the Subsequent Complaint were consolidated via an October 10, 2022 order within the Humboldt County Superior Court.

41. The parties engaged in extensive written discovery regarding Plaintiff's allegations and Defendant's defenses. In advance of mediation scheduled for April 18, 2023, Defendant produced 100% of the timekeeping and payroll data of all putative class members, as well as policies and practices related to the claims in the Actions. This information included records of Defendant's employees including wage statements, clock-in and clock-out times, times taken for meal breaks, wages earned during the relevant pay periods, written policies and procedures on meal breaks, rest breaks, and overtime compensation, the number of workweeks in the class, the total number of class members and aggrieved employees, and the rate of pay for each class member. The parties intended and agree that Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130.

42. On April 18, 2023, the Parties participated in an all-day mediation with Brandon McKelvey, Esq., a widely known mediator experienced in resolving wage and hour class and collective actions. With the assistance of the mediator, the parties reached a tentative agreement on April 21, 2023.

43. The Court has not granted class certification. The Parties engaged in private mediation prior to class certification, and by way of a Motion for Preliminary Approval, will request provisional certification of the Class.

44. As part of this Settlement and in conjunction with obtaining approval of the Settlement, Plaintiff shall file a First Amended Complaint in the Class Action Lawsuit to add a claim for violation of Business & Professions Code section 17200. Defendant shall cooperate, as necessary, to effectuate the amendment. It is the understanding of the parties that this settlement and release will also cover the claims in the amendment to the Complaint in the Class Action Lawsuit.

45. This Agreement represents a compromise and settlement of highly disputed claims. The Parties agree that nothing in this Agreement is an admission by the Defendant that the claims in the Action have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties stipulate to certification of

the Class for purposes of this Settlement only. If for any reason the Settlement does not become effective, the Parties agree that this stipulation regarding class certification will become null and void, and Defendant reserves the right to contest the certification of any class for any reason and reserves all available defenses to the claims in the Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

SETTLEMENT TERMS AND CONDITIONS

46. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendant will pay under this Settlement is Nine Hundred and Ninety-Five Thousand Dollars (\$995,000), which is inclusive of all payments contemplated in this resolution. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant under any circumstances.

47. **Modification of Gross Settlement Amount.** Defendant estimates that as of June 20, 2023, the total number of putative class members is 715 and that the workweeks in the Class Period do not exceed 60,000. The Parties agree that if, after preliminary approval, the verified count of the number of workweeks increases by more than 10% for the Class Period, the Gross Settlement Amount shall be increased proportionately (thereby increasing other amounts such as the Class Counsel Fees Payment and PAGA Civil Penalty Payment proportionately but not increasing the Class Representative Service Payment, Class Counsel Litigation Expenses Payment or Administration Expenses).

48. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Administrator will make the following payments from the Gross Settlement Amount:

a) **To Plaintiff:** Plaintiff will apply to the Court for an award of not more than \$10,000 in addition to his Individual Class Settlement Payment share. The Administrator will pay the Class Representative Service Payment approved by the Court. No payroll tax withholding and deductions will be taken from this payment. The Administrator shall issue an IRS Form 1099 to Plaintiff with respect to the Class Representative Service Payment. To receive the payment, the Plaintiff agrees to a Code of Civil Procedure section 1542 waiver and a general release of all claims, excluding any claims that he cannot release as a matter of law, such as claims for workers' compensation, and social security benefits. The Administrator will report the Class Representative Service Payment using IRS Form 1099.

b) **To Class Counsel:** Class Counsel will apply to the Court for an award of up to 33% (currently estimated to be \$328,350.00) as their Class Counsel Fees Payment and up to \$20,000 for all costs and litigation expenses incurred, subject to proof, as Class Counsel Litigation Expenses Payment. Defendant

will not oppose requests for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court. For these payments, the Administrator will issue one or more IRS Forms 1099.

- c) **To the LWDA.** The Parties will seek approval from the Court for the PAGA Civil Penalty Payment of \$50,000, allocated 75% (\$37,500) for the LWDA Payment as its share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (\$12,500) to be distributed to all PAGA Members based on their number of Pay Periods employed during the PAGA Period, in relation to the aggregate number of Pay Periods employed during the PAGA Period. Because there is no right to opt out of a PAGA settlement, all PAGA Members will receive a proportionate share of the 25% portion of the PAGA Civil Penalty Payment, i.e., their Individual PAGA Payment, irrespective of a valid and timely request for exclusion from the Class Settlement.
- d) **To the Administrator.** The Administrator will pay to itself its reasonable fees and expenses documented and approved by the Court in an amount not to exceed \$20,000. (“Administration Expenses”).
- e) If the Court approves any payment described in this section in an amount less than requested, the Parties agree to retain the remainder in the Net Settlement Amount for distribution to Class Members.

49. **Settlement Payments to the Class.** Following the deduction of the Court-approved sums from the Gross Settlement Amount for the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, Administration Expenses, the LWDA Payment, and the collective Individual PAGA Payments, the remaining Net Settlement Amount shall be distributed to Participating Class Members based upon the number of Workweeks employed during the Class Period in relation to the number of Workweeks employed by all Participating Class Members during the Class Period.

- a) **Individual Class Settlement Payment.** Individual Class Settlement Payments will be paid from the Net Settlement Amount and paid pursuant to the formula as follows: (i) First, using the Class Data List, the Administrator will compute the total number of workweeks of all Participating Class Members collectively during the Class Period; this sum shall be known as the “Workweek Total;” (ii) Second, the Administrator will divide the Net Settlement Amount by the Workweek Total to determine the settlement value of each eligible Workweek; this shall be known as the “Workweek Value;” (iii) Third, the Administrator will multiply the number of Workweeks of a Participating Class Member during the Class period by the Workweek Value to determine the Participating Class Member’s Individual Class Settlement Payment.

b) **Allocation of the Settlement Payment, and Tax Forms.** The Administrator shall allocate 20% of each Participating Class Member's Individual Class Settlement Payment to wages and 80% to penalties and interest allegedly due to employees, which shall also include the sum of the Individual PAGA Payments. The Settlement Administrator will be responsible for issuing to claimants a form W-2 for amounts deemed "wages" and an IRS Form 1099 for the portions allocated to penalties and interest.

c) **Effect of Non-Participating Class Members.** Non-Participating Class Members are those who returned a valid and timely request for exclusion, and they will not receive an Individual Class Settlement Payment share of the Net Settlement Amount. Their exclusion from the Class will neither affect the Gross Settlement Amount nor affect the Net Settlement Amount. Their respective Individual Class Settlement Payment shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Workweeks employed during the Class Period. However, since there is no right to opt out of a PAGA settlement, each Non-Participating Class Member who is also a PAGA Member shall receive a pro-rata share of the 25% portion of the PAGA Civil Penalty Payment allocated to them, and they will be bound to the release of all of the claims for civil penalties under the PAGA that are included in the Released Claims.

50. **Appointment of Administrator.** The Parties agree to use Phoenix Settlement Administrators to serve as the Administrator, which, as a condition of appointment, will agree to follow this Agreement with respect to the performance of its duties and its compensation. The Administrator's duties will include formatting, printing, and mailing the Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Notice Packets; re-mailing Notice Packets that are returned to the Class Member's new address as located upon skip-tracing or as provided by Counsel for the Parties; setting up a toll-free telephone number to receive calls from Class Members, and a post office box to receive communications from Class Members which include for instance, disputed claims, change of address forms, requests for exclusion, and objections, providing the Parties with weekly status reports, calculating Individual Class Settlement Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports and filings required under this Settlement and to administrate the Settlement, including, but not limited to, the DE 9, the DE 9C, 1099s, W-2s and W-3s; handling uncashed checks, and providing declarations as requested by the Parties, and otherwise administering the Settlement pursuant to this Agreement. The Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Individual Class Settlement Payment and/or Individual PAGA Payment. The Settlement Administration Expenses, including the cost of printing and mailing the Notice Packet, will come from the Gross Settlement Amount. Defendant and their Counsel shall have no responsibility for

1 validating or ensuring the accuracy of the Settlement Administrator's work. Plaintiff,
2 Class Counsel, Defendant and Defendant's Counsel shall not bear any responsibility
3 for errors or omissions in the calculation or distribution of the Individual Settlement
4 Payments or any other distribution of monies contemplated by this Settlement
5 Agreement.

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51. Procedure for Approving Settlement.

a. **Motion for Preliminary Approval of Settlement.**

- i. After execution of this Agreement, Plaintiff will file a Motion for Preliminary Approval seeking the Court's preliminary approval of the proposed Settlement, as well as conditional class certification, approval of the Notice, and appointment of Class Counsel, Plaintiff as the Class Representative, and Phoenix Settlement Administrators as the Administrator, and setting a date for the Final Approval Hearing. Class Counsel shall be responsible for preparing the Motion for Preliminary Approval, supporting declarations, and its exhibits. Class Counsel agrees to provide Defendant's Counsel with drafts of the Motion for Preliminary Approval and any other documents they intend to submit in support of their Motion for Preliminary Approval at least five (5) business days in advance of the filing of such documents to allow Defendant's Counsel reasonable time to review and comment on such papers, and Class Counsel further agrees to reasonably incorporate the comments from Defendant's Counsel.
- ii. Plaintiff shall submit the Motion for Preliminary Approval to the Labor and Workforce Development Agency or other appropriate arm of the California Department of Industrial Relations at the same time that the Motion for Preliminary Approval is filed. Plaintiff shall also make any other submissions to the agency or agencies as are required under PAGA (including but not limited to California Labor Code section 2699(l)) by then-current law or regulation. All agency submissions shall be forwarded concurrently to Defendant's Counsel with proof of service attached.
- iii. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the Motion for Preliminary Approval, and submit an Order Granting Preliminary Approval of the Settlement.
- iv. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of the Released Claims, or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any

concerns raised by the Court and propose a revised Agreement for the Court's approval.

52. **Notice to Class Members.** After the Court enters an Order Granting Preliminary Approval of the Settlement, the Notice Packet will be mailed to all members of the Class as follows:

- a. No later than twenty (20) days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendant will, to the extent possible, provide the Class Data List to the Administrator. The Administrator shall maintain the Class Data List as private and confidential and shall not disclose such data to any persons or entities other than Defendant's Counsel. The Class Data List is being supplied solely to be used for settlement notification and settlement administration purposes and shall not be used for any other purpose by the Administrator or Class Counsel. The Parties agree that the Class Data List will not be used to solicit Class Members to file any claim, charge or complaint of any kind whatsoever against Defendant or any other Released Parties and will only be used to administer the Settlement under the terms provided herein. No later than three (3) days after receipt of the Class Data List, the Administrator shall notify counsel for the Parties that the information in the Class Data List has been received.
- b. Upon receipt of the Class Data List, the Administrator will perform a search of the United States Post Office's National Change of Address database to update and correct any known or identifiable changes to Class Member addresses before mailing the Notice Packets. Using best efforts to mail it as soon as possible, and in no event later than twenty- one (21) calendar days following receipt of the Class Data List, the Administrator will mail the Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Administrator obtains in the course of administration of the Settlement. The Administrator shall exercise its best judgment to determine the current mailing address for each Class Member, including performing a skip-trace to identify any updated addresses. The content of the Notice Packet shall include a Notice of Class Action Settlement, Change of Address form, a Request for Exclusion Form, and a pre-printed return envelope that is subject to Court approval and modification as necessary to fulfill the Parties' desire to resolve the case.
- c. The exterior of the mailing envelope containing the Notice Packet, shall include the following language on the left side of the envelope below the Administrator's mailing address:

IMPORTANT LEGAL DOCUMENT: You may get Money from a Class Action Settlement; your prompt reply to correct a bad address is required.

- d. If a Notice Packet is returned because of an incorrect address, the Administrator will promptly, and not longer than ten (10) days from receipt of the returned Notice Packet, search for a more current address and re-mail the Notice Packet to the Class Member. The Administrator will use the Class Data List and otherwise work with Defendant to find the most current address. The Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. If the Notice Packet is re-mailed, the Administrator will note for its own records and notify Counsel for the Parties of the date of each such re-mailing as part of a weekly status report provided to the Parties.
- e. As part of its weekly status report, the Administrator will inform Class Counsel and Defendant's Counsel of the number of requests for exclusions, number of disputed claims, and number of objections received, and will provide all written objections upon receipt to Class Counsel and Defendant's Counsel.
- f. No later than twenty (20) days before the date Plaintiff will file the Motion for Final Approval of the Settlement, the Administrator will provide its declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the requests for exclusions, disputed claims, and objections received. Prior to the Final Approval Hearing, the Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.
53. **Objections to Settlement; Disputes as to the Number of Workweeks; and Requests for Exclusion.** Class Members may submit objections as to any term of the Settlement, dispute the number of Workweeks allocated to them, and request exclusion pursuant to the following procedures:
- a. **Object to Settlement.** The Class Notice will provide that only Participating Class Members may object to the Settlement. Participating Class Members may submit a written objection to the Administrator no later than forty-five (45) days after the Administrator mails the Notice Packets. The date of mailing on the envelope shall be deemed the exclusive means for determining if an objection was timely received. Written objections must be signed by the Class Member and should set forth: (1) the full name and address of the objecting

1 Class Member; (2) the grounds for each objection made; and (3) whether the
2 Class Member intends to appear at the Final Approval Hearing. Any of the
3 Parties may file a response to any objection before the Final Approval Hearing.
4 Any attorney who will represent an individual objecting to this Settlement who
5 has not filed a written objection must file a notice of appearance with the Court
6 and serve Class Counsel and Defendant's Counsel with this notice no later forty
7 five (45) days after the Administrator mailed the Notice Packets. Class
8 Members may also appear at the Final Approval Hearing to orally object, even
9 if they have not submitted a written objection. Any Class Member who fails to
10 submit a timely written objection or to present an objection at the Final
11 Approval Hearing shall be deemed to have waived any objections and shall be
12 foreclosed from making any objection to the Settlement whether by appeal or
13 otherwise. Class Members who receive a re- mailed Class Notice shall have an
14 additional twenty (20) days from their original deadline to object in writing.

15 b. **Dispute the Number of Workweeks.** Class Members may dispute the number
16 of Workweeks the Class Notice allocates to them during the Class Period, and
17 they must do so no later than forty five (45) days after the Administrator mails
18 the Notice Packets. The date of mailing on the envelope shall be deemed the
19 exclusive means for determining if a dispute was timely received. If there is a
20 dispute, the Administrator shall consult with the Parties to determine whether an
21 adjustment is warranted. In the absence of circumstances indicating fraud,
22 manipulation or destruction, Defendant's records will be given a rebuttable
23 presumption of accuracy. Class Members who receive a re-mailed Class Notice
24 shall have an additional twenty (20) days from their original deadline to dispute
25 in writing the number of Workweeks allocated to them during the Class Period.

26 c. **Requests for Exclusion.** The Class Notice will provide that Class Members
27 who wish to exclude themselves from the Settlement must postmark and mail
28 to the Administrator a written request for exclusion no later than forty five
(45) days after the Administrator's mailing of the Notice Packets. The date of
mailing on the envelope shall be deemed the exclusive means for determining
if a request for exclusion was timely received. Class Members who receive
a re-mailed Class Notice shall have an additional twenty (20) days from their
original deadline to request in writing an exclusion from the Settlement.

i. To be valid, a request for exclusion must be timely and must comply
with the instructions detailed in the Class Notice, including providing
(1) the name and address of the Class Member requesting exclusion; (2)
a statement expressing that the Class Member elects to be excluded
from the Settlement; and (3) a signature by the Class Member. If a
question is raised about the authenticity of a signed request for
exclusion, the Administrator will have the right to demand additional
proof of the Class Member's identity.

- 1 ii. A Non-Participating Class Member will not participate in or be bound
2 by the Released Claims and the Judgment. However, a Non- Participating
3 Class Member who is also a PAGA Member will be bound by the PAGA
4 Release. Defendant will remain free to contest any claim brought by the
5 Class Member that would have been barred by this Agreement, and
6 nothing in this Agreement will constitute or be construed as a waiver of
7 any defense Defendant has or could assert against such a claim.
8 However, even if a Class Member opts out of the Settlement, the Class
9 Member will still receive a proportionate share of the PAGA Civil
10 Penalty Payment allocated to the PAGA Members. The Administrator
11 will determine the Individual PAGA Payment by comparing the number
12 of Pay Periods the PAGA Member was employed during the PAGA Period
13 to the total number of Pay Periods all PAGA Members were employed
14 during the PAGA Period. In this instance, any Class Member who is
15 also a PAGA Member will only be bound by the PAGA Release.
- 16 iii. A Class Member who does not complete and mail a timely request for
17 exclusion in the manner and by the deadline specified above will
18 automatically become a Participating Class Member, will receive a
19 Settlement Payment, and be bound by all terms and conditions of the
20 Settlement, including the Released Claims if the Settlement is approved
21 by the Court, and by the Judgment, regardless of whether he or he has
22 objected to the Settlement.
- 23 iv. Persons who submit a request for exclusion shall not be permitted to file
24 objections to the Settlement or appear at the Final Approval Hearing to
25 voice any objections to the Settlement because the Settlement no longer
26 concerns them.
- 27 v. All Participating Class Members who do not submit a valid and timely
28 request for exclusion will receive an Individual Class Settlement
29 Payment without the need to file a claim form, and the terms of the
30 Released Claims and Judgment will bind them.
- 31 d. **Report.** No later than ten (10) days after the deadline for submission of requests
32 for exclusions, the Administrator will provide Class Counsel and Defendant's
33 Counsel with a complete and accurate count of Participating Class Members
34 and Non-Participating Class Members.
- 35 54. **Right of Defendant to Reject Settlement.** If more than five percent (5%) of the Class
36 Members return valid and timely requests for exclusion, Defendant will have the right,
37 but not the obligation, to void the Settlement and the Parties will have no further
38 obligations under the Settlement, including any obligation by Defendant to pay the
39 Gross Settlement Amount, or any amounts that otherwise would have been owed under
40 this Agreement, except that Defendant will pay the Settlement Administration

1 Expenses incurred as of the date that Defendant exercises the right to void the
2 Settlement. Defendant will notify Class Counsel and the Court whether it is exercising
3 this right to void no later than ten (10) days after the Administrator notifies the Parties,
4 for the final time, of the number of valid requests for exclusion received. If Defendant
5 exercises this right, the Settlement will become void and unenforceable in its entirety
6 and the Parties shall be returned to their status as if this Agreement had not been
7 executed.

8
9
10 55. **No Solicitation.** The Parties and their counsel represent that neither the Parties nor
11 their respective counsel have or will solicit or otherwise encourage directly or indirectly
12 any Class Member to object to the Settlement, appeal from the Judgment, or elect not
13 to participate in the Settlement.

14 56. **Additional Briefing and Final Approval.**

15 a. Upon the expiration of the deadline for submission of requests for exclusions,
16 objections, and disputes, and with the Court's permission, a Final Approval
17 Hearing shall be conducted.

18 b. As directed by the Court after preliminary approval, the Plaintiff will file with
19 the Court a Motion for Final Approval of the Settlement, that shall include
20 Class Counsel's application for the Class Counsel Fees Payment, and the Class
21 Counsel Litigation Expense Payments, and the Class Representative Service
22 Payment, as well as the Administration Expenses and PAGA Civil Penalty
23 Payment. Class Counsel shall be responsible for preparing the Motion for Final
24 Approval, and any supporting declarations, and exhibits thereto. Class Counsel
25 agrees to provide Defendant's Counsel with drafts of all documents they intend
26 to submit in support of the Motion for Final Approval at least seven (7) days in
27 advance of the filing to allow Defendant's Counsel reasonable time to review
28 and comment on such papers and further agrees to reasonably incorporate the
comments from Defendant's Counsel. The Parties must meet and confer and
make all reasonable efforts to agree on any modifications to this Agreement
that will result in entry of the Final Approval Order, including a good faith
attempt to address and/or cure any issues identified by the Court as necessary
for final approval.

c. If any opposition is filed, then no later than five (5) court days before the Final
Approval Hearing, or as ordered by the Court or required by local rule, both Parties
may file a reply in support of the Motion for Final Approval of the Settlement.

d. If the Court does not grant final approval of the Settlement or grants final approval
conditioned on any material change to the Settlement (including, but not
limited to, the scope of the Released Claims), the Parties shall work together in
good faith to address any concerns raised by the Court and propose a revised
Agreement for the Court's approval. But an award by the Court of lesser amounts

1 than those sought by Class Counsel for the Class Representative Service
2 Payment, and Class Counsel for the Class Counsel Fees Payment, and the Class
3 Counsel Litigation Expenses Payment, will not constitute a material modification
4 to the Agreement within the meaning of this paragraph.

- 5 e. Upon final approval of the Settlement by the Court at or after the Final Approval
6 Hearing, Class Counsel will present for the Court's approval and entry the
7 Judgment. After entry of the Judgment, the Court will have continuing
8 jurisdiction over the Action and the Settlement solely for purposes of (i)
9 enforcing this Agreement, (ii) addressing settlement administration matters,
10 and (iii) addressing such post-Judgment matters as may be appropriate under
11 court rules or applicable law.

- 12 57. **Waiver of Right to Appeal.** Plaintiff and Participating Class Members who did not
13 timely submit an objection to the Settlement to the Administrator waive any and all
14 rights to appeal from the Judgment, including all rights to any post-judgment
15 proceeding and appellate proceeding, such as, but not limited to, a motion to vacate
16 the judgment, a motion for a new trial, and any extraordinary writ. The waiver of appeal
17 does not include any waiver of the right to oppose any appeal, appellate proceedings
18 or post-judgment proceedings. If there is an appeal from the Judgment, it suspends the
19 time for consummation of the Settlement (including making payments under the
20 Settlement) until the appeal is finally resolved and the Judgment becomes final.

- 21 58. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.**
22 If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any
23 other motion, petition, or application, the reviewing Court vacates, reverses, or
24 modifies the Judgment such that there is a material modification to the Settlement
25 (including, but not limited to, the scope of the Released Claims), and that Court's
26 decision is not completely reversed and the Judgment is not fully affirmed on review by
27 a higher Court, then the Parties shall work together in good faith to address any
concerns raised by the reviewing Court and propose a revised Settlement for the approval
of the Court no later than 21 days after the reviewing Court's decision vacating,
reversing, or materially modifying the Judgment becomes Final. A vacation, reversal,
or modification of the Court's award of the Class Representative Service Payment or
the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will
not constitute a vacation, reversal, or material modification of the Judgment within
the meaning of this paragraph, provided that Defendant's obligation to make payments
under this Settlement will remain limited by the Gross Settlement Amount.

59. **Funding and Other Payments.** No later than seven (7) calendar days after the
Judgment becomes Final as defined herein, the Administrator shall send Defendant's
Counsel electronic wiring instructions for paying the Gross Settlement Amount
(\$995,000) into the QSF (or additional amounts if applicable under the "Modification
of Gross Settlement Amount" section herein). Within fourteen (14) days after
Defendant funds the QSF, the Administrator will pay to Participating Class Members,

1 their Individual Class Settlement Payments via first-class regular U.S. Mail; to all
2 PAGA Members, their Individual PAGA Payments; to Plaintiff, the Class
3 Representative Service Payment; to Class Counsel, the Class Counsel Fees Payment
4 and the Class Counsel Litigation Expenses Payment; to the LWDA, their LWDA
5 Payment; and to the Administrator, the Settlement Administration Expenses. The
6 Judgment cannot become Final, and Defendant will not be obligated to fund the QSF,
unless and until there is no possibility of an appeal or further appeal (by anyone who
has the right to, or claims to have the ability to, take an appeal) that could potentially
prevent this Settlement from becoming final and binding.

7 60. **Uncashed Settlement Share Checks.** A Class Member must cash their Settlement
8 Payment check within one-hundred and eighty (180) days of the Administrator's
9 mailing of the checks. If the Administrator receives a returned check, it will make all
10 reasonable efforts to re-mail it to the Class Member at their correct address. If a Class
11 Member's Settlement Payment check is not cashed within thirty (30) days after its
12 initial mailing, the Administrator will send a postcard notifying the Class Member that
13 unless the check is cashed by the 180th day, it will expire and become non-negotiable,
and the Administrator will offer to replace the check if it was lost or misplaced and not
cashed. If the check remains uncashed after one-hundred and eighty (180) days since
the Administrator's mailing of the checks, the Administrator will void the checks, and
transmit the funds to the State of California's Controller, Unclaimed Property Division
for further handling on behalf of the Class Member.

14 61. **Final Report by Administrator to Court.** Within ten (10) calendar days after final
15 disbursement of all funds from the Gross Settlement Amount, the Administrator will
16 serve on the Parties and file with the Court a declaration as a final report on the
disbursements of all funds from the Gross Settlement Amount.

17 62. **Released Claims.**

- 18 a. **Participating Class Members.** As of Effective Date, the Released Parties
19 shall be entitled to a full and final accord, satisfaction, settlement, and release
20 of the Released Claims for the Class Period from Participating Class Members,
including Plaintiff.
- 21 b. **PAGA Members.** As of the Effective Date, all PAGA Members are bound by
22 the PAGA Release.
- 23 c. **Plaintiff.** As of the Effective Date, Plaintiff hereby fully and finally releases
24 Defendant and the Released Parties from any and all claims, losses, debts,
25 charges, damages, demands, obligations, causes of action, lawsuits, liabilities,
26 breaches of duty, misfeasance, malfeasance, promises, controversies,
27 contracts, judgments, awards, penalties, costs, and expenses of every nature and
description whatsoever, known or unknown, asserted or that might have been
asserted, whether in tort, contract, or for violation of any local, state, or federal

statute, rule, regulation, ordinance or common law, including but not limited to those claims raised in the Action and/or that could have been raised in the Action, and those arising from or related to Plaintiff's employment with Defendant, and the termination of that employment ("Plaintiff's Released Claims"). Plaintiff's Released Claims includes all of the Released Claims as defined herein as well as all other wage and hour claims, claims under California Business and Professions Code section 17200, claims under the Labor Code, including, but not limited to, claims under the PAGA, claims under the Fair Labor Standards Act, and all claims for indemnity or reimbursement of business expenses, overtime compensation, minimum wages, penalties, liquidated damages, and interest, as well as all other claims under state, federal, and local laws, including, without limitation, Title VII of the Civil Rights Act of 1964, the Family Medical Leave Act, the Americans with Disabilities Act, the Fair Credit Reporting Act, the Employee Retirement Income Security Act of 1974, and all of their implementing regulations and interpretive guidelines, as well as the common law, including laws related to discrimination, harassment, or retaliation, arising from or relating to Plaintiff's relationship, or termination of relationship, with any Released Party through the Effective Date for any type of relief. Plaintiff further covenants that he will not become a member of any other legal actions against the Released Parties, as that term is defined, asserting any of Plaintiff's Released Claims, and will opt out of any such actions if necessary. For the avoidance of doubt, this is a complete and general release to the maximum extent by law, and this release excludes only the release of claims not permitted by law. Plaintiff's release under this Agreement specifically excludes the individual action filed by Plaintiff entitled *Joseph Eudy v. Humboldt Sawmill Company, LLC*, Humboldt County Superior Court Case No. CV2200446. Nothing herein affects any rights or remedies that are available to Plaintiff in his individual action (Case No. CV2200446). Plaintiff's individual action is specifically and expressly carved out of this Agreement's release.

- d. **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the Class Representative Service Payment, Plaintiff's Released Claims shall include all such claims, whether known or unknown, without exception, by the releasing party. Thus, even if Plaintiff discovers facts and/or claims in addition to or different from those that he now knows or believes to be true with respect to the subject matter of the Plaintiff's Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiff's Released Claims, Plaintiff expressly waives and relinquishes the provisions, rights and benefits of California Civil Code section 1542, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in him or him favor at the time of executing the release and that, if known by him or her, would have materially affected him or him settlement with the debtor or released party.

e. **Class Counsel.** As of the Effective Date, and except as otherwise provided by this Agreement and the Judgment, Class Counsel waives any claim to costs and attorneys' fees and expenses against Defendant arising from or related to the Action.

63. **Limitation on Public Statements About Settlement.** Prior to final approval, the Parties agree not to disclose the terms of this Settlement except in court papers filed to seek approval and any other disclosures agreed to by the Parties that are necessary to effectuate the Settlement. Plaintiff and Class Counsel shall not issue any press releases, or hold any press conferences, or publish information about the settlement on any website, or otherwise publicize the settlement. However, Plaintiff's counsel may (in future declarations submitted in Court) refer to the fact that this matter settled on a class and representative action basis for purposes detailing the experience of counsel. Plaintiff and Plaintiff's Counsel agree not to respond to any media inquiries except to refer reporters to the papers filed with the Court.

64. Plaintiff represents that other than the instant Action, he has no present intent to assert any other claims against Defendant in any judicial, arbitral, or administrative forum, other than the individual action which was filed by Plaintiff against Defendant entitled *Joseph Eudy v. Humboldt Sawmill Company, LLC*, Humboldt County Superior Court Case No. CV2200446. Plaintiff represents that he does not know of any persons who have expressed any interest in pursuing litigation or seeking any recovery against Defendant. The Parties acknowledge, understand and agree that the representations described in this paragraph are essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

65. If the Court does not grant final approval of this Settlement for any reason, the Parties agree to attend mediation again in an effort to reach a settlement approved by the Court.

66. **Miscellaneous Terms.**

a. **No Admission of Liability or Class Certification for Other Purposes.**

i. Defendant and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will

be construed as an admission of liability or wrongdoing by Defendant or the Released Parties. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement).

ii. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiff or Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

iii. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.

62. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits. The only exception to this Integration clause shall be any agreement for the resolution or release of individual claims executed between Plaintiff and Defendant at any time; in the event that such release(s) of individual claims exists, each shall apply and shall be coordinated in the manner most favorable to the release of claims against Defendant by Plaintiff.

63. **Attorney Authorization.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts

1 to effectuate the implementation of the Settlement. In the event the Parties are unable
2 to reach an agreement on the form or content of any document needed to implement the
3 Agreement, or on any supplemental provisions that may become necessary to
4 effectuate the terms of this Agreement, the Parties may seek the assistance of the Court
5 for resolution.

6
7 64. **No Prior Assignments.** The Parties represent, covenant and warrant that they have not
8 directly or indirectly assigned, transferred, encumbered or purported to assign, transfer,
9 or encumber to any person or entity any portion of any liability, claim, demand, action,
10 cause of action, or right released and discharged in this Settlement.

11
12 65. **No Tax Advice.** Neither Class Counsel nor Defendant's Counsel intend anything
13 contained in this Settlement to constitute advice regarding taxes or taxability, nor shall
14 anything in this Settlement be relied upon as such within the meaning of United States
15 Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

16
17 66. **Agreement Binding on Successors.** This Agreement is binding upon, and inures to
18 the benefit of, the successors of each of the Parties. The Parties warrant that they
19 understand and have full authority to enter this Agreement, and intend it to be fully
20 enforceable and binding on all Parties, pursuant to California Code of Civil Procedure
21 section 664.6, and agree that it will be admissible and subject to disclosure in any
22 proceeding to enforce its terms, notwithstanding any Settlement Conference
23 confidentiality provisions which might otherwise apply under federal or state law.

24
25 67. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be
26 governed by and interpreted according to the laws of the State of California.

27
28 68. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation
of this Agreement. This Agreement will not be construed against any Party on the basis
that the Party was the drafter or participated in the drafting.

69. **Fair and Reasonable Settlement.** The Parties and their respective counsel believe
and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of
the Action and have arrived at this Agreement through arms-length negotiations
facilitated by an experienced and respected wage and hour class action mediator,
taking into account all relevant factors, current and potential.

70. **Use and Return of Documents and Data.** All originals, copies, and summaries of
documents and data provided to Class Counsel by Defendant in connection with the
mediation or other settlement negotiations in this matter may be used only with respect
to this Settlement, and no other purpose, and may not be used in any way that violates
any existing contractual agreement, statute, or rule. Within sixty (60) days after the
Judgment becomes Final, Class Counsel will return or destroy all such documents and
data, and provide written confirmation to Defendant of the destruction.

71. **Exhibits and Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement. The terms of this Agreement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement.

72. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the Class:

Roman Otkupman
Nidah Farishta
Roman@OLFLA.com
Nidah@OLFLA.com
Otkupman Law Firm, A Law Corporation
5743 Corsa Ave., Suite 123
Westlake Village, CA 91362
Telephone: (818) 293-5623
Facsimile: (888) 850-1310

To Defendant:

Patrick J. Cain
pcain@sgrlaw.com
Smith, Gambrell & Russell, LLP
444 South Flower Street, Suite 17200
Los Angeles, CA 90071
Telephone: (213) 358-7213
Facsimile: (213) 358-7313

73. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

74. **Stay of Litigation.** The Parties agree that upon the signing of this Agreement, the Parties agree to jointly request the Court to stay all proceedings with this Action, except for such proceedings needed to secure approval of this settlement, and the time to bring the Action to trial shall be extended pending the outcome of the settlement process.

75. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the

Action to ensure the continuing implementation of this Agreement.

76. **Court Filings.** The Parties agree not to object to any Court filings consistent with this Settlement Agreement.

77. **Invalidity of Any Provision.** Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 7/3/2023

DocuSigned by:

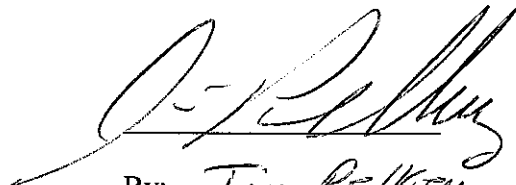
Joseph Eudy

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Plaintiff, Joseph Eudy

[Signatures continued on next page.]

Dated: 7/6/2023



By: *Tim Pelkey*
Defendant, Humboldt Sawmill
Company, LLC

Dated: 7/5/2023

Otkupman Law Firm, A Law
Corporation

DocuSigned by:

ROMAN OTKUPMAN

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Roman Otkupman
Nidah Farishta
Attorneys for Plaintiff
Joseph Eudy

JOINT STIPULATION OF SETTLEMENT

CASE NOS. CV2101715 (and CV2200186)

1 Dated: 7/10/23

Smith, Gambrell & Russell, LLP

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3 
Patrick J. Cain

Attorneys for Defendant

Humboldt Sawmill Company, LLC

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28 JOINT STIPULATION OF SETTLEMENT

CASE NOS. CV2101715 (and CV2200186)