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SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF HUMBOLDT

JOSE SALVADOR LUPIAN LUA, an
individual and on behalf of all others similarly
situated,

Plaintiff,

v.

MILLER TIMBER SERVICES, INC., an
Oregon Corporation; LEE MILLER, an
individual; MATT MONTAGUE, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: CV2402450

[Assigned for all purposes to the Hon.
Timothy A. Canning in Courtroom 4]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AND CERTIFYING
CLASS FOR SETTLEMENT PURPOSES
ONLY**

This Court, having considered the Motion of Plaintiff Jose Salvador Lupian Lua ("Plaintiff") for Preliminary Approval of Class and Representative Action Settlement and Provisional Class Certification for Settlement Purposes Only ("Motion for Preliminary Approval"), the Declaration of Joshua Shirian, Declaration of Plaintiff, and Declaration of Sean Hartranft, the Joint Stipulation Re: Class Action and Representative Action Settlement (the "Settlement," "Settlement Agreement" or "Agreement"), the proposed Notice of Proposed Class Action Settlement and Date for Final Approval Hearing ("Class Notice"), and other documents submitted in support of the Motion for Preliminary Approval, hereby **ORDERS, ADJUDGES AND DECREES THAT:**

ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION
SETTLEMENT

FILED

1 1. The definitions set out in the Settlement Agreement are incorporated by reference
2 into this Order as though set forth in full therein; all terms defined therein shall have the same
3 meaning in this Order.

4 2. The Court certifies the following settlement class ("Settlement Class," "Settlement
5 Class Members" or "Class Members") for the purpose of settlement only: all individuals who are or
6 were employed by Defendants Miller Timber Services, Inc. ("Miller Timber"), Lee Miller ("Miller")
7 and Matt Montague ("Montague" and collectively with Miller Timber and Miller, "Defendants") as
8 hourly-paid, non-exempt employees in California at any time from December 20, 2020 and ending
9 on the date the Court enters an Order granting Preliminary Approval of the Settlement ("Class
10 Period").

11 3. The Court preliminarily appoints the named Plaintiff Jose Salvador Lupian Lua as Class
12 Representative and Joshua Shirian and Rose Sorial of Shirian Law, P.C., as Class Counsel.

13 4. The Court preliminarily approves the proposed Class Settlement upon the terms and
14 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
15 Settlement appears to be within the range of reasonableness of settlement that could ultimately be
16 given final approval by the Court. It appears to the Court on a preliminary basis that the Settlement
17 Amount is fair, adequate, and reasonable as to all potential Class Members when balanced against
18 the probable outcome of further litigation relating to liability and damages issues. It further appears
19 that extensive and costly investigation and research has been conducted such that counsel for the
20 Parties at this time are reasonably able to evaluate their respective positions. It further appears to
21 the Court that the Settlement at this time will avoid substantial additional costs to all Parties, as well
22 as the delay and risks that would be presented by the further prosecution of the Action. It further
23 appears that the Settlement has been reached as the result of intensive, non-collusive and arms-
24 length negotiations utilizing an experienced third-party neutral.

25 5. The Court approves, as to form and content, the Class Notice that has been submitted
26 herewith.

27 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
28 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The

1 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
2 with the requirements of law and appears to be the best notice practicable under the circumstances.

3 7. The Court hereby preliminarily approves the definition and disposition of the Gross
4 Settlement Amount of Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00), which
5 is inclusive of: attorneys' fees of thirty-three percent (33.33%) of the Gross Settlement Amount,
6 which, if not escalated pursuant to the Settlement Agreement, amounts to One Hundred Fifty
7 Thousand Dollars and Zero Cents (\$150,000.00), in addition to actual costs incurred of up to Twenty
8 Thousand Dollars and Zero Cents (\$20,000.00); Class Representative Service Award of up to Seven
9 Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff; costs of settlement
10 administration of no more than Eight Thousand Five Hundred Dollars and Zero Cents (\$8,500.00);
11 and Private Attorneys' General Act of 2004 ("PAGA") penalties in the amount of Twenty Thousand
12 Dollars and Zero Cents (\$20,000.00), of which Thirteen Thousand Dollars and Zero Cents
13 (\$13,000.00) (65%) will be paid to the Labor and Workforce Development Agency ("LWDA") and
14 Seven Thousand Dollars and Zero Cents (\$7,000.00) (35%) to "Aggrieved Employees" defined as
15 all persons currently or formerly employed by Defendants, either directly or through any subsidiary,
16 staffing agency, or professional employer organization, as non-exempt, hourly-paid employees for
17 Defendants at any time from December 20, 2023 and the date the Court enters an Order granting
18 Preliminary Approval of the Settlement ("PAGA Period") in California.

19 8. The Gross Settlement Amount expressly excludes Employer Taxes, which will be
20 paid separately and apart by Defendants on the Wage Portion of the Individual Class Payments.

21 9. "Workweek" shall mean the number of weeks that a Settlement Class Member was
22 employed by, and worked on one or more days for, the Defendants in a non-exempt, hourly position
23 during the Class Period in California.

24 11. The Gross Settlement Amount is based on Defendants' representation that the
25 Settlement Class worked approximately 6,000 Qualifying Workweeks (between the start of the
26 Class Period on December 20, 2020 and through the date of preliminary approval). If the number
27 of Workweeks worked by the Class Members during the Class Period is greater than 5% above that
28 estimated by Defendants, or 6,300 Workweeks worked, the Parties agree that the Workweek Value

1 amounts to \$75.00 per Workweek. Thus, for example, should there be 6,500 Workweeks in the
2 Class Period, then the Gross Settlement Amount will either be increased by \$15,000 (6,500
3 Workweeks – 6,300 Workweeks x \$75.00/Workweek) or at Defendants’ option, the Gross
4 Settlement Amount will remain the same and the Class Period will be shortened so as to end on the
5 date Workweeks total 6,300.

6 12. The Court deems Apex Settlement Administrators (“Apex” or “Administrator”), the
7 settlement administrator, and payment of administrative costs, not to exceed Eight Thousand Five
8 Hundred Dollars and Zero Cents (\$8,500.00) out of the Gross Settlement Amount for services to be
9 rendered by Apex on behalf of the Class.

10 13. Before the date by which Plaintiff is required to file the Motion for Final Approval
11 of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a
12 declaration suitable for filing in Court attesting to its due diligence and compliance with all of its
13 obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class
14 Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members,
15 the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
16 number of written objections and attach the Exclusion List. The Administrator will supplement its
17 declaration as needed or requested by the Parties and/or the Court.

18 14. The Court directs Defendants’ Counsel to, within ten (10) days after the date the
19 Court enters Preliminary Approval, provide Apex with information with respect to each Settlement
20 Class Member, including his or her: (1) name; (2) last known address(es) currently in Defendants’
21 possession, custody, or control; (3) last known telephone number(s) currently in Defendants’
22 possession, custody, or control; (4) last known Social Security Number; (5) the dates of California
23 employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)) for each
24 Settlement Class Member; and (6) number of Workweeks worked for each Class Member in
25 California (hereafter, the “Class Data”).

26 15. Upon receipt of the Class Data, the Settlement Administrator shall perform an
27 address search using the United States Postal Service National Change of Address (“NCOA”)
28 database and update the addresses contained on the Class Data with the newly-found addresses, if

1 any. To the extent that this process yields an updated address, that updated address shall replace the
2 last known address and be treated as the new last known address for purposes of this Settlement,
3 and for subsequent mailings.

4 16. Because Social Security Numbers are included in the Class Data, the Settlement
5 Administrator shall maintain the Class Data in confidence, and shall only access and use the data to
6 administer the settlement in conformity with the Settlement Agreement and the Court's Orders
7 approving the Settlement.

8 17. Using best efforts to perform as soon as possible, within seven (7) calendar days, or
9 soon thereafter, of receiving the Class Data from Defendants the Settlement Administrator shall
10 mail the Class Notice in English and Spanish to the Settlement Class Members via first-class regular
11 U.S. Mail using the most current mailing address information available.

12 18. "Response Deadline" means the deadline for Settlement Class Members to mail any
13 Requests for Exclusion, Objections, or Workweek Disputes to the Settlement Administrator, which
14 is sixty (60) calendar days from the date that the Class Notice is first mailed in English and Spanish
15 by the Settlement Administrator, unless a Class Member's notice is re-mailed. In such an instance,
16 the Response Deadline shall be fifteen (15) calendar days from the re-mailing, or seventy-five (75)
17 calendar days from the date of the initial mailing, whichever is later, in which to postmark a Request
18 for Exclusion, Workweek Dispute, or Objection. The date of the postmark shall be the exclusive
19 means for determining whether a Request for Exclusion, Objection, or Workweek Dispute was
20 submitted by the Response Deadline.

21 19. Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the
22 Settlement by mailing a written request to be excluded from the Settlement ("Request for
23 Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline. To
24 be valid, a Request for Exclusion must include: (1) the Class Member's name; (2) the Class
25 Member's Social Security Number; (3) the Class Member's signature; and (4) the following
26 statement: "Please exclude me from the Settlement Class in the *Lua v. Miller Timber Services, Inc.,*
27 *et al.* matter" or any statement of similar meaning standing for the proposition that the Class
28 member does not wish to participate in the Settlement. To be valid, a Request for Exclusion must

1 be postmarked by the Response Deadline. Any Settlement Class Member who requests exclusion
2 using this procedure will not be entitled to receive any payment from the Settlement and will not be
3 bound by the Settlement Agreement or have any right to object to, appeal, or comment on the
4 Settlement

5 20. Any Settlement Class Member who does not opt out of the Settlement by submitting
6 a timely and valid Request for Exclusion will be bound by all terms of the Settlement, including
7 those pertaining to the Released Claims, as well as any Judgment that may be entered by the Court
8 if Final Approval of the Settlement is granted.

9 21. All Aggrieved Employees (including Plaintiff) and the State of California will be
10 bound by all terms of the Settlement, including those pertaining to the Released PAGA Claims, as
11 well as any Judgment that may be entered by the Court if Final Approval of the Settlement is granted.

12 22. Not later than seven (7) days after the expiration of the deadline for submitting
13 Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
14 containing (a) the names and other identifying information of Class Members who have timely
15 submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying
16 information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies
17 of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

18 23. Participating Class Members may send written objections to the Administrator by
19 mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to
20 appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class
21 Member who elects to send a written objection to the Administrator must do so not later than 60
22 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class
23 Members whose Class Notice was re-mailed). Class Counsel and Defendants' Counsel may respond
24 to any objection lodged with the Court up to five (5) court days before the Final Approval Hearing.

25 24. If a Settlement Class Member submits an Objection and a Request for Exclusion, the
26 Request for Exclusion will control and the Objection will be overruled.

27 25. Each Class Member shall have 60 days after the Administrator mails the Class Notice
28 (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the

1 number of Workweeks (if any) allocated to the Class Member in the Class Notice. The Class
2 Member may challenge the allocation by communicating with the Administrator via mail. The
3 Administrator must encourage the challenging Class Member to submit supporting documentation.

4 26. Defendants shall fund the Gross Settlement Amount, and also fund the amounts
5 necessary to fully pay Defendants' share of payroll taxes on the Wage Portion of Individual Class
6 Payments, by transmitting the funds to the Administrator no later than thirty (30) business days after
7 the date of the Final Approval Date.

8 27. Within seven (7) days after Defendants funds the Gross Settlement Amount and
9 Employer Taxes, the Administrator will mail checks for all Individual Class Payments, all Individual
10 PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class
11 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
12 Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class
13 Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not
14 precede disbursement of Individual Class Payments and Individual PAGA Payments.

15 28. Individual Settlement Payment and Individual PAGA Payment checks shall remain
16 valid and negotiable for one hundred eighty (180) calendar days after the date of their issuance. In
17 the event that any checks mailed to Participating Class Members and/or Aggrieved Employees are
18 not cashed, deposited, or otherwise negotiated within the 180-day period, then the checks shall be
19 sent to the California State Controller's Office Unclaimed Property Fund in the name of the
20 individual, and such Class Members and/or Aggrieved Employees shall nevertheless be bound to
21 the Settlement and the Final Approval Order. Thus, there shall be no "Unpaid Residue" subject to
22 the requirements of California Code of Civil Procedure section 384.

23 29. All papers filed in support of Final Approval, including supporting documents for
24 attorneys' fees and costs, shall be filed by _____.

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1 30. A Final Approval Hearing shall be held with the Court on 11/02/2026
2 at 8:30 A.m in Courtroom 4 of the above-entitled Court to determine: (1) whether the proposed
3 Settlement is fair, reasonable and adequate, and should be finally approved by the Court; (2) the
4 amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service award
5 to the Class Representative; (4) the amount to be paid to the Settlement Administrator; and (5) the
6 amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

7 **IT IS SO ORDERED.**

8
9 Dated: JUL 24 2026

TIMOTHY A. CANNING

The Hon. Timothy A. Canning
Judge of the Superior Court

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JUN 11 2026

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT**