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NOV 03 2026
SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT

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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 FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT, APPLICATION FOR ATTORNEYS' FEES AND COSTS, AND SERVICE AWARD

E-FILED

This matter having come before the Court for a final fairness hearing pursuant to the Order of this Court dated July 24, 2026, granting preliminary approval ("Preliminary Approval Order") of the class and representative action settlement upon the terms set forth in the Joint Stipulation Re: Class Action and Representative Action Settlement ("Settlement Agreement"), attached to the declaration of Joshua Shirian filed on June 11, 2026, submitted in support of Motion for Preliminary Approval of the Class and Representative Action Settlement and Certifying Class for Settlement Purposes; and due and adequate notice having been given to the Class Members as required in the Preliminary Approval Order; and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED THAT:**

1. The Motion for Final Approval of Class and Representative Action Settlement; Service Award; and Reasonable Attorneys' Fees and Costs is hereby granted in its entirety.

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

3. This Court has jurisdiction over the subject matter of this litigation and over all Parties to this litigation, including all Class Members.

4. For settlement purposes only, the Court certifies the settlement class for the purpose of settlement only: "Settlement Class," "Settlement Class Members" or "Class Members": all persons currently or formerly employed by Defendants, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees for Defendants at any time from December 20, 2020 through July 24, 2026 ("Class Period") in the State of California.

5. The parties released shall include Defendants and each of their past and present, subsidiaries, parents, owners, officers, directors, shareholders, employees, agents, attorneys, principals, and agents and their respective predecessors, successors, and assigns ("Released Parties").

6. "Plaintiff" refers to plaintiff Jose Salvador Lupian Lua.

7. Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment and payment by Defendants to the Settlement Administrator of the full Gross Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, Plaintiff and all Participating Class Members release those claims set forth herein as applicable.

a. Class Released Claims: Except as to the right to enforce the terms and conditions of the Settlement, Plaintiff and all Participating Class Members, release all claims against the Released Parties asserted in the Operative Complaint filed in the Action, or any and all claims that may be asserted against the Released Parties based on the factual allegations in the Operative Complaint, as follows: For the duration of the Class Period, the release includes, for Participating Class Members: (1) all claims for failure to pay overtime wages; (2) all claims for failure to pay minimum wages; (3) all claims for failure to provide meal periods or compensation in lieu thereof; (4) all claims for failure to provide rest periods or compensation in lieu thereof; (5) all claims for failure to pay all wages due upon separation from employment; (6) all claims for failure to issue accurate and compliant wage statements; (7) all claims for failure to timely pay wages; (8) all claims for failure to reimburse employees for business expenses; and (9) all claims asserted through California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in the Complaint.

b. Release by Aggrieved Employees. Except as to the right to enforce the terms and conditions of the Settlement, Aggrieved Employees, and, to the extent permitted by law, the State of California, for the duration of the PAGA Period, release all claims asserted in the PAGA Notice, and alleged in the Operative Complaint for PAGA civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with alleged violations of Labor Code sections 200, 201, 201.3, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 246 *et seq.*, 432, 510, 512, 1174, 1182.12, 1194, 1197, 1194.2, 1197, 1197.1, 1198.5, 2802, and 2810.5.

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8. Distribution of the Notice of Proposed Class Action Settlement and Date for Final Approval Hearing ("Class Notice") directed to the Class Members as set forth in the Settlement Agreement and the other matters set forth herein have been completed in conformity with the Preliminary Approval Order, including individual notice to all Class Members who could be identified through reasonable effort, and was the best notice practicable under the circumstances. This Class Notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed class settlement set forth in the Settlement Agreement, to all persons entitled to such Class Notice, and the Class Notice fully satisfied the requirement of due process.

9. As of the date of the Settlement Administrator's Declaration, only one (1) Class Member opted out of the Settlement and zero (0) Class Members objected to the Settlement, thus 99.60% of Class Members are Participating Class Members.

10. The Court further finds that the Settlement is fair, reasonable and adequate and that Plaintiff has satisfied the standards and applicable requirements for final approval of class action settlement under California law, including the provisions of Code of Civil Procedure section 382 and Federal Rules of Civil Procedure, Rule 23, approved for use by the California state courts in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

11. This Court hereby approves the settlement set forth in the Settlement Agreement and finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs the parties to effectuate the settlement according to its terms. The Court finds that the settlement has been reached as a result of intensive, serious and non-collusive arm's length negotiations. The Court further finds that the Parties have conducted extensive and costly investigation and research and counsel for the parties are able to reasonably evaluate their respective positions. The Court also finds that settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of this Action. The Court has noted the significant benefits to the Class Members under the settlement. The Court also finds that the classes are properly certified as a class for settlement purposes only.

12. The Court approves Plaintiff as the Class Representative.

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13. The Court approves Joshua Shirian and Rose Sorial of Shirian Law, P.C. as Class Counsel.

14. The Court approves Apex Settlement Administrators ("Apex" or "Settlement Administrator") as the Settlement Administrator.

15. The Court hereby awards Class Counsel attorneys' fees in the total amount of $150,000.00, which is one-third (33.33%) of the Gross Settlement Amount of Four Hundred Fifty Thousand Dollars and Zero Cents ($450,000.00) and to be deducted therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of $17,752.24 to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement Agreement. In approving the payment of Attorneys' Fees, the Court finds that the Settlement conferred a significant benefit on the Class and the necessity and financial burden of private enforcement of California labor laws makes an attorneys' fee award to Class Counsel appropriate.

16. The court hereby approves an incentive award of $7,500.00 to Plaintiff, in consideration for his time, efforts, and risk incurred on behalf of the Settlement Class, and for providing a general release and releasing unknown claims pursuant to Civil Code section 1542. The incentive award will be paid to Plaintiff by the Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement Agreement.

17. The Court hereby approves the Settlement Administrator's cost in the amount of $7,990.00. The Settlement Administrator, Apex Settlement Administrators, shall be paid the cost of administration of the settlement from the Gross Settlement Amount.

18. The Court hereby approves the PAGA penalties amount of $20,000.00, of which $13,000.00 shall be paid to the LWDA and the remaining $7,000.00 to be distributed to the "Aggrieved Employees," defined as all persons currently or formerly employed by Defendants, either directly or through any subsidiary, staffing agency, or professional employer organization, as non-exempt, hourly-paid employees for Defendants from December 20, 2023 through July 24, 2026 ("PAGA Period") in California.

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19. Except as expressly provided herein, the Parties each shall bear all of their own fees and costs in connection with this matter.

20. In the event that any checks mailed to Participating Class Members and/or Aggrieved Employees are not cashed, deposited, or otherwise negotiated within the 180-day period, then the checks shall be sent to the California State Controller's Office Unclaimed Property Fund in the name of the individual, and such Class Members and/or Aggrieved Employees shall nevertheless be bound to the Settlement and the Final Approval Order. Thus, there shall be no "Unpaid Residue" subject to the requirements of California Code of Civil Procedure section 384. Defendants shall make payments of the Gross Settlement Amount of $450,000.00, and Employer Taxes, to the Settlement Administrator. The Gross Settlement Amount will be paid within thirty (30) calendar days of the date the Court grants Final Approval.

21. Defendants shall make payments of $450,000.00, the Gross Settlement Amount, and Employer Taxes, to the Settlement Administrator. The Gross Settlement Amount will be paid within thirty (30) calendar days of the date of Final Approval.

22. Within seven (7) calendar days after Defendants transfer the Gross Settlement Amount and employer side taxes to the Settlement Administrator, or as soon thereafter as practicable, the Settlement Administrator will pay: (1) the Court-approved Service Award to Plaintiff; (2) the Court-approved Class Counsel Fees and Costs Award; (3) the Court-approved Settlement Administration Costs; (4) the LWDA Payment, as approved by the Court; and (5) the Court-approved Individual PAGA Payments to Aggrieved Employees. The balance remaining shall constitute the Net Settlement Amount from which Individual Settlement Payments shall be made to Participating Class Members. All interest accrued shall be for the benefit of the Class Members and distributed on a pro rata basis to Participating Class Members based on the number of Workweeks worked by them during the Class Period.

23. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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24. The Court finds that the class settlement on the terms set forth in the Settlement Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of the released claims against Defendants.

25. An Order to Show Cause Hearing Re: Final Administration of the Class Action Settlement is hereby scheduled for 3/1/2027, at 8:30 a.m., in Courtroom 4 of the above-entitled Court. At least five (5) calendar days prior to said OSC hearing, the Parties shall file a declaration confirming that the claims have been paid and that administration of all of the terms and conditions of the class action settlement have been completed. Should the Court find that said declaration has sufficiently evidenced full and complete administration of the class action settlement, said OSC hearing shall be taken off calendar.

26. Without affecting the finality of the Judgment in any way, this Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement and all orders and judgments entered in connection therewith.

IT IS SO ORDERED.

Dated: 11/2, 2026

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

TIMOTHY A. CANNING