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LEE MILLER, and MATT MONTAGUE

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 and aggrieved,

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]

CLASS ACTION

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

Action Filed: December 20, 2024

Trial Date: None set

1 This Joint Stipulation re: Class Action and Representative Action Settlement
2 (“Settlement” or “Agreement” or “Settlement Agreement”) is made by and between plaintiff
3 JOSE SALVADOR LUPIAN LUA (“Plaintiff”) individually and on behalf of the Settlement
4 Class, on the one hand; and defendants MILLER TIMBER SERVICES, INC. (“Miller Timber”),
5 LEE MILLER (“Miller”) and MATT MONTAGUE (“Montague” and collectively with Miller
6 Timber and Miller, “Defendants”), on the other hand, in the lawsuit entitled *Lua v. Miller Timber*
7 *Services, Inc., et al.*, filed in Humboldt County Superior Court, Case No. CV2402450 (the
8 “Action”). Plaintiff and Defendants shall be, at times, collectively referred to as the “Parties”.
9 This Agreement is intended by the Parties to fully, finally, and forever resolve the claims as set
10 forth herein, based upon and subject to the terms and conditions of this Agreement.

11 **1. DEFINITIONS**

12 A. “Action” means *Lua v. Miller Timber Services, Inc., et al.*, filed in Humboldt
13 County Superior Court, Case No. CV2402450.

14 B. “Aggrieved Employees” means Class Members working for Defendants during
15 the PAGA Period as non-exempt, hourly-paid employees in California.

16 C. “Class Counsel” means: Joshua Shirian and Aaron Yousefzadeh of Shirian Law,
17 P.C. The term “Class Counsel” shall be used synonymously with the term “Plaintiff’s Counsel.”

18 D. “Class Period” means the period commencing on December 20, 2020 and ending
19 on the date the Court enters an Order granting Preliminary Approval of the Settlement.

20 E. “Class Notice” means and refers to the notice sent to Class Members after
21 preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this
22 Agreement.

23 F. “Court” means the Superior Court of the State of California for the County of
24 Humboldt.

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1 **G. “Final Approval Date”** means the later of: (1) the date the Court signs an Order
2 granting final approval of this Settlement (“Final Approval”) and Judgment; (2) if there is an
3 objection filed and not withdrawn, the date for filing an appeal and no such appeal being filed;
4 or (3) to the extent any timely appeals have been filed, the date on which they have been resolved,
5 withdrawn or exhausted.

6 **H. “Defendants”** means, collectively, Miller Timber Services, Inc., Lee Miller, and
7 Matt Montague.

8 **I. “Employer Taxes”** means employer-funded taxes and contributions imposed on
9 the wage portions of the Individual Settlement Payments under the Federal Insurance
10 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes
11 and contributions required of employers, such as for unemployment insurance.

12 **J. “General Release”** means the broader release of claims by Plaintiff, which is in
13 addition to Plaintiff’s limited release of claims as a Participating Class Member.

14 **K. “Gross Settlement Amount”** means a non-reversionary fund in the sum of Four
15 Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00),¹ which shall be paid by
16 Defendants, from which all payments for the Individual Settlement Payments to Participating
17 Class Members, the Court-approved amounts for attorneys’ fees and reimbursement of litigation
18 costs and expenses to Class Counsel, Settlement Administration Costs, the Service Award, the
19 PAGA Payment, and the LWDA Payment shall be paid. It expressly excludes Employer Taxes,
20 which shall be paid by Defendants separate, apart, and in addition to the Gross Settlement
21 Amount.

22 **L. “Individual PAGA Payment”** means a payment made to an Aggrieved
23 Employee for his or her share of the PAGA Payment, which may be in addition to his or her
24 Individual Settlement Share if he or she is also a Participating Class Member.

25 **M. “Individual Settlement Payment”** means a payment to a Participating Class
26 Member of his or her net share of the Net Settlement Amount.

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28 ¹ As the same may be increased in accordance with Paragraph 17, below.

1 **N. “Individual Settlement Share”** means the gross amount of the Net Settlement
2 Amount that a Participating Class Member is projected to receive based on the number of
3 Workweeks that he or she worked as a Settlement Class Member during the Class Period, which
4 shall be reflected in his or her Class Notice.

5 **O. “LWDA Payment”** means the payment to the State of California Labor and
6 Workforce Development Agency (“LWDA”) for its sixty-five percent (65%) share of the total
7 amount allocated toward penalties under the PAGA all of which is to be paid from the Gross
8 Settlement Amount. The Parties have agreed that Twenty Thousand Dollars and Zero Cents
9 (\$20,000.00) shall be allocated toward PAGA penalties, of which Thirteen Thousand and Zero
10 Cents (\$13,000.00) will be paid to the LWDA (*i.e.*, the LWDA Payment) and Seven Thousand
11 Dollars and Zero Cents (\$7,000.00) will be paid to Aggrieved Employees on a *pro rata* basis
12 based on the Workweeks worked for Defendants as a non-exempt, hourly-paid employee in
13 California in the PAGA Period (*i.e.* the PAGA Payment).

14 **P. “Net Settlement Amount”** means the portion of the Gross Settlement Amount
15 that is available for distribution to the Participating Class Members after deductions for the Court-
16 approved allocations for Settlement Administration Costs, a Service Award to Plaintiff, an award
17 of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, the LWDA
18 Payment, and the PAGA Payment.

19 **Q. “Operative Complaint” or “Complaint”** means the Complaint that was filed
20 with the Court on December 20, 2024.

21 **R. “PAGA Payment** is the 35% portion of the Twenty Thousand Dollars and Zero
22 Cents (\$20,000.00) that is allocated toward PAGA penalties (Seven Thousand Dollars and Zero
23 Cents (\$7,000.00)) that will be paid to Aggrieved Employees on a *pro rata* basis based on the
24 Workweeks worked as non-exempt, hourly-paid employees in California in the PAGA Period,
25 which would be in addition to their Individual Settlement Payment if they are Participating Class
26 Members, as well.

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1 S. **“PAGA Period”** means the period from December 20, 2023 and ending on the
2 date the Court enters an Order granting Preliminary Approval of the Settlement.

3 T. **“Participating Class Members”** means all Settlement Class Members who do
4 not submit a timely and valid Request for Exclusion.

5 U. **“Participating Individual Settlement Share”** means the gross amount of the Net
6 Settlement Amount that a Participating Class Member is eligible to receive based on the number
7 of Workweeks that he or she worked as a Settlement Class Member during the Class Period once
8 all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she
9 may be entitled if he or she is also an Aggrieved Employee.

10 V. **“Plaintiff”, “Named Plaintiff” or “Class Representative”** shall refer to
11 Plaintiff Jose Salvador Lupian Lua.

12 W. **“Preliminary Approval Date”** means the date on which the Court enters an
13 Order granting preliminary approval of the Settlement.

14 X. **“Released Parties”** shall mean Defendants and each of their past and present,
15 subsidiaries, parents, owners, officers, directors, shareholders, employees, agents, attorneys,
16 principals, and agents and their respective predecessors, successors, and assigns.

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

26 Z. **“Request for Exclusion”** means a written request to be excluded from the
27 Settlement Class pursuant to Paragraph 9(C) below.

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1 **AA. “Service Award”** means monetary amounts to be paid to Plaintiff of up to Seven
2 Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00), which subject to Court approval,
3 will be paid out of the Gross Settlement Amount.

4 **BB. “Settlement Administration Costs”** means all costs incurred by the Settlement
5 Administrator in administration of the Settlement, including, but not limited to, translating the
6 Class Notice to Spanish, the distribution of the Class Notice to the Settlement Class in English
7 and Spanish, calculating Individual Settlement Shares, Individual Settlement Payments,
8 Individual PAGA Payments, and Participating Individual Settlement Shares, as well as associated
9 taxes and withholdings, providing declarations, generating Individual Settlement Payment
10 checks and related tax reporting forms, doing administrative work related to unclaimed checks,
11 transmitting payment to Class Counsel for the Court-approved amounts for attorneys’ fees and
12 reimbursement of litigation costs and expenses, to Plaintiff for their Service Award, and to the
13 LWDA for the LWDA Payment, providing weekly reports of opt-outs, objections and related
14 information, and any other actions of the Settlement Administrator as set forth in this Agreement,
15 all pursuant to the terms of this Agreement. The Settlement Administration Costs are estimated
16 not to exceed \$8,500.00. If the actual amount of the Settlement Administration Costs is less than
17 \$8,500.00, the difference between \$8,500.00 and the actual Settlement Administration Costs
18 shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed
19 \$8,500.00 then such excess will be paid solely from the Gross Settlement Amount and
20 Defendants will not be responsible for paying any additional funds in order to pay these
21 additional costs.

22 **CC. “Settlement Administrator”** means the Third-Party Administrator mutually
23 agreed upon by the Parties that will be responsible for the administration of the Settlement
24 including, without limitation, translating the Class Notice in Spanish, the distribution of the
25 Individual Settlement Payments to be made by Defendants from the Gross Settlement Amount
26 and related matters under this Agreement.

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1 **DD.** “Settlement Class” or “Settlement Class Members” means all persons currently
2 or formerly employed by Defendants, either directly or through any subsidiary, staffing agency,
3 or professional employer organization, as non-exempt, hourly-paid employees for Defendants at
4 any time during the Class Period in the State of California.

5 **EE.** “Workweeks” means the number of weeks that a Settlement Class Member was
6 employed by, and worked on one or more days for, the Defendants in a non-exempt, hourly
7 position during the Class Period in California.

8 **2. BACKGROUND**

9 **A.** On August 13, 2024, Plaintiff filed with the LWDA and served on Defendants a
10 notice under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the
11 LWDA to recover civil penalties on behalf of Aggrieved Employees for various Labor Code
12 violations. (“PAGA Notice”).

13 **B.** On December 20, 2024, Plaintiff filed a putative wage-and-hour class and
14 representative action alleging that, during the Class Period, Defendants, as it pertains to Class
15 Members: (1) failed to pay overtime wages; (2) failed to pay minimum wages; (3) failed to
16 provide meal periods or compensation in lieu thereof; (4) failed to provide rest periods or
17 compensation in lieu thereof; (5) failed to pay all wages due upon separation from employment;
18 (6) failed to issue accurate and compliant wage statements; (7) failed to timely pay wages; (8)
19 failed to reimburse employees for business expense; (9) engaged in unfair competition; and (10)
20 civil penalties under PAGA for the Labor Code violations alleged in the PAGA Notice.

21 **C.** Shortly thereafter, the Parties agreed to exchange informal discovery and attend
22 an early mediation, in which Plaintiff was provided with, among other things: (1) 100% of time
23 data for all Class Members; (2) a 25% sampling of wage statements; (3) complete class list with
24 number of workweeks worked, position, and final rate of pay; and (4) all documents concerning
25 Plaintiff.

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1 D. On September 16, 2025, the Parties participated in a full-day mediation before
2 Abe Melamed, Esquire of Signature Resolution, a well-regarded mediator experienced in
3 mediating complex labor and employment matters. The Parties were able to resolve the matter
4 at mediation and reached the Settlement to resolve the Action.

5 E. Class Counsel has conducted significant investigation of the law and facts relating
6 to the claims asserted in the Action, the PAGA Notice, and have concluded that that the
7 Settlement set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement
8 Class, taking into account the sharply contested issues involved, the expense and time necessary
9 to litigate the Action through trial and any appeals, the risks and costs of further litigation of the
10 Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information
11 learned through informal discovery regarding Plaintiff's allegations, and the substantial benefits
12 to be received by Settlement Class Members.

13 F. The Court has not granted Class Certification.

14 G. The Parties, Class Counsel and Counsel for Defendants represent that they are not
15 aware of any other pending matter or action asserting claims that will be extinguished or affected
16 by the settlement.

17 H. Defendants have concluded that, because of the substantial expense of defending
18 against the Action, the length of time necessary to resolve the issues presented herein, the
19 inconvenience involved, and the concomitant disruption to its business operations, it is in its best
20 interest to accept the terms of this Agreement. Defendants deny each of the allegations and
21 claims asserted against it in the Action and the PAGA Notice. However, Defendants nevertheless
22 desire to settle the Action for the purpose of avoiding the burden, expense and uncertainty of
23 continuing litigation and for the purpose of putting to rest the controversies engendered by the
24 Action.

25 I. This Agreement is intended to and does effectuate the full, final, and complete
26 resolution of all Class Released Claims of Plaintiff and Participating Class Members, and all
27 PAGA Released Claims of Plaintiff and, to the extent permitted by law, of the State of California
28 and Aggrieved Employees.

1 **3. JURISDICTION**

2 The Court has jurisdiction over the Parties and the subject matter of the Action. The
3 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
4 applicable statutes. After the Court has granted Final Approval of the Settlement and entered
5 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
6 pursuant to California Rule of Court, rule 3.769, subdivision (h).

7 **4. STIPULATION OF CLASS CERTIFICATION**

8 The Parties stipulate to the certification of the Settlement Class under this Agreement for
9 purposes of settlement only.

10 **5. MOTIONS FOR APPROVAL OF SETTLEMENT**

11 After full execution of this Agreement, Plaintiff will move for an order granting
12 preliminary approval of the Settlement, approving and directing the mailing of the proposed
13 Notice of Class Action Settlement ("Class Notice") attached hereto as **Exhibit "A"**, conditionally
14 certifying the Settlement Class for settlement purposes only, and approving the deadlines
15 proposed by the Parties for the submission of Requests for Exclusion, Workweek Disputes, and
16 Objections. If and when the Court preliminarily approves the Settlement, and after
17 administration of the Class Notice in a manner consistent with the Court's Preliminary Approval
18 Order, Plaintiff will move for an order finally approving the Settlement and seek entry of a
19 Judgment in line with this Settlement. The Parties may both respond to any Objections lodged
20 to final approval of the Settlement up to five (5) court days before the Final Approval Hearing.

21 **6. STATEMENT OF NO ADMISSION**

22 Defendants deny any wrongdoing of any sort and further deny any liability to Plaintiff
23 and the Settlement Class with respect to any claims or allegations asserted in the Action and the
24 PAGA Notice. This Agreement shall not be deemed an admission by Defendants of any claims
25 or allegations asserted in the Action or the PAGA Notice. Except as set forth elsewhere herein,
26 in the event that this Agreement is not approved by the Court, or any appellate court, is
27 terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived,
28 limited or affected in any way any claims, rights or remedies, or defenses in the Action or the

1 PAGA Notice, and Defendants will not be deemed to have waived, limited, or affected in any
2 way any of their objections or defenses in the Action and the PAGA Notice. The Parties shall be
3 restored to their respective positions in the Action prior to the entry of this Settlement.

4 **7. RELEASE OF CLAIMS**

5 **A. Release by All Participating Class Members.**

6 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
7 of Judgment, and payment by Defendants to the Settlement Administrator of the full Gross
8 Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiff and
9 all Participating Class Members release all claims against the Released Parties asserted in the
10 Operative Complaint filed in the Action, or any and all claims that may be asserted against the
11 Released Parties based on the factual allegations in the Operative Complaint, as follows: For the
12 duration of the Class Period, the release includes, for Participating Class Members: (1) all claims
13 for failure to pay overtime wages; (2) all claims for failure to pay minimum wages; (3) all claims
14 for failure to provide meal periods or compensation in lieu thereof; (4) all claims for failure to
15 provide rest periods or compensation in lieu thereof; (5) all claims for failure to pay all wages
16 due upon separation from employment; (6) all claims for failure to issue accurate and compliant
17 wage statements; (7) all claims for failure to timely pay wages; (8) all claims for failure to
18 reimburse employees for business expenses; and (9) all claims asserted through California
19 Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations
20 referenced in the Complaint (the "Class Released Claims").

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1 **B. Release by All Aggrieved Employees**

2 For Aggrieved Employees, and, to the extent permitted by law, the State of California,
3 the release includes for the duration of the PAGA Period, all claims asserted in the PAGA Notice,
4 and alleged in the Operative Complaint for PAGA civil penalties pursuant to Labor Code sections
5 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with alleged violations of Labor Code
6 sections 200, 201, 201.3, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 246 *et seq.*, 432, 510, 512,
7 1174, 1182.12, 1194, 1197, 1194.2, 1197, 1197.1, 1198.5, 2802, and 2810.5 (the “PAGA
8 Released Claims”). The Class Released Claims and PAGA Released Claims shall be referred
9 to herein as the “Released Claims”.

10 **C. Claims Not Released**

11 The release expressly excludes all other claims, including claims for vested benefits,
12 wrongful termination, unemployment insurance, disability, social security, workers’
13 compensation, and any other claims outside of the Class Released Claims of Participating Class
14 Members arising during the Class Period and the PAGA Released Claims of Aggrieved
15 Employees (and, to the extent permitted by law, the State of California) arising outside of the
16 PAGA Period.

17 **D. General Release**

18 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
19 of Judgment, and payment by Defendants to the Settlement Administrator selected of the full
20 Gross Settlement Amount and Employers’ Taxes necessary to effectuate the Settlement, in
21 addition to the Released Claims, Plaintiff makes the additional following General Release:
22 Plaintiff releases the Released Parties from all claims, demands, rights, liabilities and causes of
23 action of every nature and description whatsoever, known or unknown, asserted or that might
24 have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule,
25 law or regulation arising out of, relating to, or in connection with any act or omission of the
26 Released Parties through the date of full execution of this Agreement in connection with
27 Plaintiff’s employment with Defendants or the termination thereof, except for any and all other
28 claims that may not be released as a matter of law through this Agreement.

1 To the extent of the General Release provided herein, the Parties stipulate and agree that,
2 upon entry of an Order granting Final Approval of the Settlement, entry of Judgment, and
3 payment by Defendants to the Settlement Administrator selected of the full Gross Settlement
4 Amount and Employers' Taxes necessary to effectuate the Settlement, they shall have expressly
5 waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits
6 of Section 1542 of the California Civil Code, or any other similar provision under federal or state
7 law, which provides:

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

13 **8. SETTLEMENT ADMINISTRATOR**

14 A. Plaintiff and Defendants, through their respective counsel, have selected Phoenix
15 Settlement Administrators to administer the Settlement, which includes but is not limited to
16 translating the Class Notice to Spanish, distributing and responding to inquiries about the Class
17 Notice, calculating all amounts to be paid from the Gross Settlement Amount and calculating the
18 amount of payroll taxes to be paid separately by Defendant. Charges and expenses of the
19 Settlement Administrator, currently estimated to be \$8,500 will be paid from the Gross
20 Settlement Amount. If the actual amount of the Settlement Administration Costs is less than
21 \$8,500, the difference between \$8,500 and the actual Settlement Administration Costs shall be a
22 part of the Net Settlement Amount. If the Settlement Administration Costs exceed \$8,500, then
23 such excess will be paid solely from the Gross Settlement Amount and Defendants will not be
24 responsible for paying any additional funds in order to pay these additional costs.

25 **9. NOTICE, WORKWEEK DISPUTE, OBJECTION, AND EXCLUSION**
26 **PROCESS**

27 **A. Notice to the Settlement Class Members**

28 (1) Within ten (10) calendar days after the Preliminary Approval Date,
Defendants' Counsel shall provide the Settlement Administrator with information with respect

1 to each Settlement Class Member, including his or her: (1) name; (2) last known address(es)
2 currently in Defendants' possession, custody, or control; (3) last known telephone number(s)
3 currently in Defendants' possession, custody, or control; (4) last known Social Security
4 Number(s) in Defendants' possession, custody, or control; and (5) the dates of California
5 employment (*i.e.*, hire dates, and, if applicable, re-hire date(s) and/or separation date(s)) for each
6 Settlement Class Member; and (6) the number of Workweeks worked for each Class Member in
7 California ("Class List"). The Settlement Administrator shall perform an address search using
8 the United States Postal Service National Change of Address ("NCOA") database and update the
9 addresses contained on the Class List with the newly-found addresses, if any. Within seven (7)
10 calendar days, or soon thereafter, of receiving the Class List from Defendants, the Settlement
11 Administrator shall mail the Class Notice in English and Spanish to the Settlement Class
12 Members via first-class regular U.S. Mail using the most current mailing address information
13 available. The Settlement Administrator shall maintain the Class List and digital copies of all
14 the Settlement Administrator's records evidencing the giving of notice to any Settlement Class
15 Member, for at least four (4) years from the Final Approval Date.

16 (2) The Class Notice will set forth:

- 17 (a) the Settlement Class Member's estimated Individual
18 Settlement Payment and Individual PAGA Payment,
19 and the basis for each;
- 20 (b) the information required by California Rule of Court,
21 rule 3.766, subdivision (d);
- 22 (c) the material terms of the Settlement;
- 23 (d) the proposed Settlement Administration Costs;
- 24 (e) the definition of the Settlement Class;
- 25 (f) a statement that the Court has preliminarily approved
26 the Settlement;

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- 1 (g) how the Settlement Class Member can obtain
2 additional information, including contact information
3 for Class Counsel;
4 (h) instructions for opt-out and objection procedures;
5 (i) the date and location of the Final Approval Hearing;
6 and
7 (j) that the Settlement Class Member must notify the
8 Settlement Administrator no later than the Response
9 Deadline if the Settlement Class Member disputes the
10 accuracy of the number of Workweeks as set forth on
11 his or her Class Notice ("Workweek Dispute"). If a
12 Settlement Class Member fails to timely dispute the
13 number of Workweeks attributed to him or her in
14 conformity with the instructions in the Class Notice,
15 then he or she shall be deemed to have waived any
16 objection to its accuracy and any claim to any
17 additional settlement payment based on different data.

18 (3) If a Class Notice from the initial notice mailing is returned as
19 undeliverable, the Settlement Administrator will attempt to obtain a current address for the
20 Settlement Class Member to whom the returned Class Notice had been mailed, within five (5)
21 calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class
22 Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator
23 is successful in obtaining a new address, it will promptly re-mail the Class Notice to the
24 Settlement Class Member. Further, any Class Notices that are returned to the Settlement
25 Administrator with a forwarding address before the Response Deadline shall be promptly re-
26 mailed to the forwarding address affixed thereto.

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1 (4) No later than seven (7) calendar days from the Response Deadline, the
2 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the
3 completion of the notice process, including the number of attempts to obtain valid mailing
4 addresses for and re-sending of any returned Class Notices, as well as the identities, number of,
5 and copies of all Requests for Exclusion and Objections received by the Settlement
6 Administrator.

7 **B. Objections.**

8 Only Participating Class Members may object to the Settlement. In order for any
9 Settlement Class Member to object to this Settlement in writing, or any term of it, he or she must
10 do so by mailing a written objection to the Settlement Administrator at the address or phone
11 number provided on the Class Notice no later than the Response Deadline. The Settlement
12 Administrator shall email a copy of the Objection forthwith to Class Counsel and Defendants'
13 counsel and attach copies of all Objections to the Declaration it provides Class Counsel, which
14 Class Counsel shall file in support of Plaintiff's Motion for Final Approval. The Objection
15 should set forth in writing: (1) the Objector's name; (2) the Objector's address; (3) the last four
16 digits of the Objector's Social Security Number; (4) the Objector's signature; (5) a statement of
17 whether the Objector plans to appear at the Final Approval Hearing; and (6) the reason(s) for the
18 Objection, along with whatever legal authority, if any, the Objector asserts in support of the
19 Objection. If a Settlement Class Member objects to the Settlement, the Settlement Class Member
20 will remain a member of the Settlement Class and if the Court approves this Agreement, the
21 Settlement Class Member will be bound by the terms of the Settlement in the same way and to
22 the same extent as a Settlement Class Member who does not object. The date of mailing of the
23 Class Notice to the objecting Settlement Class Member shall be conclusively determined
24 according to the records of the Settlement Administrator. Settlement Class Members need not
25 object in writing to be heard at the Final Approval Hearing; they may object or comment in
26 person at the hearing at their own expense. Class Counsel and Defendants' Counsel may respond
27 to any objection lodged with the Court up to five (5) court days before the Final Approval
28 Hearing.

1 **C. Requesting Exclusion.**

2 Any Settlement Class Member may request exclusion from (*i.e.*, “opt out” of) the
3 Settlement by mailing a written request to be excluded from the Settlement (“Request for
4 Exclusion”) to the Settlement Administrator, postmarked on or before the Response Deadline.
5 To be valid, a Request for Exclusion must include: (1) the Class Member’s name; (2) the Class
6 Member’s Social Security Number; (3) the Class Member’s signature; and (4) the following
7 statement: “Please exclude me from the Settlement Class in the *Lua v. Miller Timber Services,*
8 *Inc., et al.* matter” or any statement of similar meaning standing for the proposition that the Class
9 member does not wish to participate in the Settlement. The Settlement Administrator shall
10 immediately provide copies of all Requests for Exclusion to Class Counsel and Defendants’
11 Counsel and shall report the Requests for Exclusions that it receives, to the Court, in its
12 declaration to be provided in advance of the Final Approval Hearing. Any Settlement Class
13 Member who requests exclusion using this procedure will not be entitled to receive any payment
14 from the Settlement and will not be bound by the Settlement Agreement or have any right to
15 object to, appeal, or comment on the Settlement. Any Settlement Class Member who does not
16 opt out of the Settlement by submitting a timely and valid Request for Exclusion will be bound
17 by all terms of the Settlement, including those pertaining to the Released Claims, as well as any
18 Judgment that may be entered by the Court if Final Approval of the Settlement is granted. A
19 Settlement Class Member cannot submit both a Request for Exclusion and an objection. If a
20 Settlement Class Member submits an Objection and a Request for Exclusion, the Request for
21 Exclusion will control and the Objection will be overruled. Settlement Class Members who
22 worked during the PAGA Period as Aggrieved Employees that submit a valid Request for
23 Exclusion will still be deemed Aggrieved Employees, will still receive their Individual PAGA
24 Payments, and will be bound by the release of the PAGA Released Claims.

25 **D. Disputes Regarding Settlement Class Members’ Workweek Data.**

26 Each Settlement Class Member may dispute the number of Workweeks attributed to him
27 or her on his or her Class Notice (“Workweek Dispute”). Any such disputes must be mailed to
28 the Settlement Administrator by the Settlement Class Member, postmarked on or before the

1 Response Deadline. The Settlement Administrator shall immediately provide copies of all
2 disputes to Class Counsel and counsel for Defendants and shall immediately attempt to resolve
3 all such disputes directly with relevant Settlement Class Member(s) with the assistance of
4 Defendants and Class Counsel. If the dispute cannot be resolved in this manner, the Court shall
5 adjudicate the dispute.

6 10. **INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL**
7 **PAGA PAYMENTS**

8 Individual Settlement Payments will be calculated and distributed to Participating Class
9 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class
10 Members' respective number of Workweeks during the Class Period. Individual PAGA
11 Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees
12 from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective
13 number of Workweeks during the PAGA Period. Specific calculations of the Individual
14 Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as
15 follows:

16 A. The Settlement Administrator will determine the total number of Workweeks
17 worked by each Settlement Class Member during the Class Period ("Class Member's
18 Workweeks"), as well as the aggregate number of Workweeks worked by all Settlement Class
19 Members during the Class Period ("Class Workweeks"). Additionally, the Settlement
20 Administrator will determine the total number of Workweeks worked by each Aggrieved
21 Employee during the PAGA Period ("Aggrieved Employee's Workweeks"), as well as the
22 aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period
23 ("PAGA Workweeks").

24 B. To determine each Settlement Class Member's Individual Settlement Share, the
25 Settlement Administrator will use the following formula: Individual Settlement Share =
26 (Settlement Class Member's Workweeks ÷ Class Workweeks) × Net Settlement Amount.

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1 C. To determine each Participating Class Member's Participating Individual
2 Settlement Share, the Settlement Administrator will determine the aggregate number of
3 Workweeks worked by all Participating Class Members during the Class Period ("Participating
4 Class Workweeks") and use the following formula: Individual Settlement Share =
5 (Participating Class Member's Workweeks ÷ Participating Class Workweeks) × Net Settlement
6 Amount.

7 D. The net amount of the Participating Individual Settlement Share is to be paid out
8 to Participating Class Members by way of check and is referred to as "Individual Settlement
9 Payment(s)".

10 E. To determine each Aggrieved Employee's Individual PAGA Payment, the
11 Settlement Administrator will use the following formula: Aggrieved Employee's Individual
12 PAGA Payment = (Aggrieved Employee's Workweeks ÷ PAGA Workweeks) x \$5,000.00 (the
13 PAGA Payment).

14 F. Individual Settlement Payments and Individual PAGA Payments shall be paid
15 to Participating Class Members and/or Aggrieved Employees by way of check. When a
16 Participating Class Member is also an Aggrieved Employee, one check may be issued that
17 aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

18 11. DISTRIBUTION OF PAYMENTS

19 A. **Distribution of Individual Settlement Payments.**

20 Participating Class Members will receive an Individual Settlement Payment and
21 Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement
22 Payment and Individual PAGA Payment checks shall remain valid and negotiable for one
23 hundred and eighty (180) calendar days after the date of their issuance. Thereafter, checks for
24 such payments shall be canceled and funds associated with such checks shall be considered
25 unpaid, unclaimed or abandoned cash residue pursuant to Code of Civil Procedure section 384
26 ("Unpaid Residue"). The Unpaid Residue plus accrued interest, if any, as provided in Code of
27 Civil Procedure section 384, shall be transmitted to the California Controller's Office,
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Unclaimed Property Fund in the name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of Code of Civil Procedure section 384.

B. Funding of Settlement.

Funding of the Gross Settlement Amount should be as follows:

(1) Defendants shall, within thirty (30) calendar days of Final Approval Date, make payment of the Gross Settlement Amount (as the same may be escalated pursuant to Paragraph 17 of this Agreement) and Employer Taxes to the Settlement Administrator pursuant to Internal Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified settlement account (“QSA”) with an FDIC insured banking institution, for distribution in accordance with this Agreement and the Court’s Orders and subject to the conditions described herein.

C. Time for Distribution.

Within seven (7) calendar days after payment of the full Gross Settlement Amount and Employer Taxes by Defendants, or as soon thereafter as practicable, the Settlement Administrator shall distribute Payments from the QSA for: (1) the Service Award to Plaintiff as specified in this Agreement and approved by the Court; (2) the Attorneys’ Fees and Cost Award to be paid to Class Counsel, as specified in this Agreement and approved by the Court; (3) the Settlement Administrator Costs, as specified in this Agreement and approved the Court; (4) the LWDA Payment, as specified in this Agreement and approved by the Court; and (5) Individual PAGA Payments as specified in this Agreement and approved by the Court. The balance remaining shall constitute the Net Settlement Amount from which Individual Settlement Payments shall be made to Participating Class Members, less applicable taxes and withholdings. 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 in the Class Period.

12. ATTORNEYS’ FEES AND LITIGATION COSTS

Class Counsel shall apply for, and Defendants shall not oppose, an award of attorneys’ fees of up to thirty-three percent (33.33%) of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 17 of this Agreement, amounts to One Hundred Fifty Thousand

1 Dollars and Zero Cents (\$150,000.00). Class Counsel shall further apply for, and Defendants
2 shall not oppose, an application or motion by Class Counsel for reimbursement of actual costs
3 associated with Class Counsel's prosecution of this matter as set forth by declaration testimony
4 in an amount up to Twenty Thousand Dollars and Zero Cents (\$20,000.00). Awards of attorneys'
5 fees and costs shall be paid out of the Gross Settlement Amount, for all past and future attorneys'
6 fees and costs necessary to prosecute, settle, and obtain Final Approval of the settlement in
7 Action. The "future" aspect of the amounts stated herein includes, without limitation, all time
8 and expenses expended by Class Counsel (including any appeals therein). There will be no
9 additional charge of any kind to either the Settlement Class Members or request for additional
10 consideration from Defendants for such work unless Defendants materially breach this
11 Agreement, including any term regarding funding, and further efforts are necessary from Class
12 Counsel to remedy said breach, including, without limitation, moving the Court to enforce the
13 Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in
14 amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall
15 be a part of the Net Settlement Amount.

16 **13. SERVICE AWARD TO PLAINTIFF**

17 Named Plaintiff shall seek, and Defendants shall not oppose, a Service Award in an
18 amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for
19 participation in and assistance with the Class Action. Any Service Award awarded to Plaintiff
20 shall be paid from the Gross Settlement Amount and shall be reported on an IRS Form 1099. If
21 the Court approves the Service Award to Plaintiff in less than the amounts sought herein, then
22 the unapproved portion(s) shall be a part of the Net Settlement Amount.

23 **14. TAXATION AND ALLOCATION**

24 a. Each Individual Settlement Share shall be allocated as follows: 10% as wages (to
25 be reported on an IRS Form W2); and 90% as interest and penalties (to be reported on an IRS
26 Form 1099). Each Individual PAGA Payment shall be allocated entirely as penalties. The Parties
27 agree that the employees' share of taxes and withholdings with respect to the wage-portion of the
28 Individual Settlement Share will be withheld from the Individual Settlement Share in order to

1 yield the Individual Settlement Payment. The amount of federal income tax withholding will be
2 based upon a flat withholding rate for supplemental wage payments in accordance with Treasury
3 Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also
4 be made pursuant to applicable state and/or local withholding codes or regulations.

5 b. Forms W-2 and/or Forms 1099 will be distributed by the Settlement
6 Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the
7 "Code") and consistent with this Agreement. If the Code, the regulations promulgated
8 thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes
9 set forth in this Section may be modified in a manner to bring Defendants into compliance with
10 any such changes.

11 c. All Employer Taxes shall be paid by Defendants separate, apart, and in addition
12 to the Gross Settlement Amount in an amount determined by the Settlement Administrator and
13 approved by Defendants. The Settlement Administrator shall be responsible for timely
14 submitting the Employer Taxes to the appropriate authorities.

15 d. Neither Counsel for Plaintiff nor Defendants intend anything contained in this
16 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement
17 be relied upon as such within the meaning of United States Treasury Department Circular 230
18 (31 C.F.R. Part 10, as amended) or otherwise.

19 **15. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION**

20 The Parties agree to allocate Twenty Thousand Dollars and Zero Cents (\$20,000.00) of
21 the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, sixty-five percent
22 (65%) of the amount allocated toward PAGA (\$13,000.00) will be paid to the LWDA and thirty-
23 five percent (35%) (\$7,000.00) will be distributed to Aggrieved Employees on a *pro rata* basis
24 based upon their respective Workweeks worked as Aggrieved Employees during the PAGA
25 Period.

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1 **16. COURT APPROVAL**

2 This Agreement is contingent upon an order by the Court granting Final Approval of the
3 Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it
4 becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties
5 shall be restored to their respective positions in the Action prior to entry of this Settlement. If
6 this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal,
7 it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a)
8 the Court reserves any authority to issue any appropriate orders when denying approval; and/or
9 (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive
10 the Settlement Agreement being voided or not approved, and which control in such an event.

11 **17. INCREASE IN WORKWEEKS (ESCALATOR CLAUSE)**

12 Defendants represent that there are no more than 6,000 Workweeks worked from
13 December 20, 2020 through the date of preliminary approval. In the event the total number of
14 Workweeks worked by Class Members during the Class Period increases by more than 5%, or
15 300 Workweeks, then the Gross Settlement Amount shall be increased proportionally by
16 Workweeks worked in excess of 6,300 multiplied by the Workweek Value, or Defendants may
17 elect to shorten the Class Period so as to end on the date Workweeks total 6300. The Workweek
18 Value shall be calculated by dividing the Gross Settlement Amount by 6,000. The Parties agree
19 that the Workweek Value amounts \$75.00 per Workweek (\$450,000 / 6,000 Workweeks).
20 Thus, for example, should there be 6,500 Workweeks in the Class Period, then the Gross
21 Settlement Amount will either be increased by \$15,000 (6,500 Workweeks – 6,300 Workweeks
22 x \$75.00/Workweek.) or at Defendants' option, the Gross Settlement Amount will remain the
23 same and the Class Period will be shortened so as to end on the date Workweeks total 6,300.
24 Class Counsel shall be entitled to receive the final Workweek calculation, determined by the
25 Settlement Administrator, and Defendants' decision as to how to handle the settlement should
26 the Workweek calculation exceed 6300.

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1 **18. NOTICE OF JUDGMENT**

2 In addition to any duties set out herein, the Settlement Administrator shall provide
3 notice of the Final Judgment entered in the Action by posting the same on its website for a
4 period of no less than four (4) years.

5 **19. WITHDRAWAL FROM SETTLEMENT BASED ON REQUESTS**
6 **FOR EXCLUSION**

7 Defendants shall retain the right to nullify the Agreement in the event that Class
8 Members representing more than 15% of the verified workweeks submit timely and valid
9 Requests for Exclusion. Defendants must provide written notice to Class Counsel of their
10 withdrawal within ten (10) calendar days of receiving sufficient information to determine that
11 the opt out rate exceeds 15%. If Defendants exercise this right, it shall be solely responsible
12 for the costs incurred for settlement administration up to the date of nullification.

13 **20. MISCELLANEOUS PROVISIONS**

14 **A. Interpretation of the Agreement.**

15 This Agreement constitutes the entire agreement between the Parties with respect to its
16 subject matter. Except as expressly provided herein, this Agreement has not been executed in
17 reliance upon any other written or oral representations or terms, and no such extrinsic oral or
18 written representations or terms shall modify, vary or contradict its terms. In entering into this
19 Agreement, the Parties agree that this Agreement is to be construed according to its terms and
20 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and
21 enforced under the laws of the State of California, both in its procedural and substantive aspects,
22 without regard to its conflict of law provisions. Any claim arising out of or relating to the
23 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
24 Court of the State of California for the County of Humboldt, and Plaintiff and Defendants hereby
25 consent to the personal jurisdiction of the Court in the Action over it solely in connection
26 therewith. The foregoing is only limited to disputes concerning this Agreement. The Parties,
27 and each of them, participated in the negotiation and drafting of this Agreement and had available
28 to them the advice and assistance of independent counsel. As such, neither Plaintiff nor

1 Defendants may claim that any ambiguity in this Agreement should be construed against the
2 other. The Agreement may be modified only by a writing signed by counsel for the Parties and
3 approved by the Court.

4 **B. Further Cooperation.**

5 The Parties and their respective attorneys shall proceed diligently to prepare and execute
6 all documents, to seek the necessary approvals from the Court, and to do all things reasonably
7 necessary to consummate the Settlement as expeditiously as possible. The Parties agree that they
8 will not take any action inconsistent with this Agreement, including, without limitation,
9 encouraging Class Members to opt out of the Settlement. In the event the Court finds that any
10 Party has taken actions inconsistent with the Settlement, including, without limitation,
11 encouraging Class Members to opt out of the Settlement, the Court may take any corrective
12 actions, including enjoining any Party from communicating regarding the Settlement on an *ex*
13 *parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or
14 terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of
15 opt-outs and/or objections.

16 **C. Counterparts.**

17 The Agreement may be executed in one or more actual or non-original counterparts, all
18 of which will be considered one and the same instrument and all of which will be considered
19 duplicate originals.

20 **D. Authority.**

21 Each individual signing below warrants that he or she has the authority to execute this
22 Agreement on behalf of the Party for whom or which that individual signs.

23 **E. No Third-Party Beneficiaries.**

24 Plaintiff, Participating Class Members, Aggrieved Employees, the State of California,
25 Class Counsel, and Defendants are direct beneficiaries of this Agreement, but there are no third-
26 party beneficiaries.

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1 **F. Deadlines Falling on Weekends or Holidays.**

2 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
3 or legal holiday, that deadline shall be continued until the following business day.

4 **G. Continuing Jurisdiction and Attorneys Fees.**

5 The Parties hereby agree that pursuant to Code of Civil Procedure section 664.6, the trial
6 court shall retain jurisdiction over the Parties over the Action to enforce the terms of this
7 Agreement. If any action or proceeding is brought to enforce this Agreement, other than the
8 motions outlined and provided for in this Agreement, the prevailing party shall be entitled to
9 recover reasonable attorneys' fees and costs.

10 **H. Severability.**

11 In the event that one or more of the provisions contained in this Agreement shall for any
12 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
13 unenforceability shall in no way effect any other provision if Defendants' Counsel and Class
14 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
15 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

16
17 **IT IS SO AGREED:**

18 Dated: Dec 3, 2025, 2025


JOSE SALVADOR LUPIAN LUA
Plaintiff and Class Representative

19
20
21 Dated: 12/8/2025, 2025


MILLER TIMBER SERVICES, INC.
Defendant

22
23 By: Leo Miller

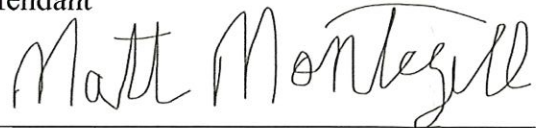
24 Its: President

25
26 **[ADDITIONAL SIGNATURES ON THE FOLLOWING PAGE]**

1 Dated: 12-8-, 2025


LEE MILLER
Defendant

2
3 Dated: 12-8, 2025


M
MATT MONTAGUE
Defendant

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6 **AGREED AS TO FORM:**

7
8 Dated: December, 3, 2025


JOSHUA SHIRIAN
**Counsel for Plaintiff JOSE SALVADOR
LUPIAN LUA**

9
10
11 Dated: December 8, 2025


JENNIFER DOUGLAS
ANGELA NELSON
**Counsel for Defendants MILLER TIMBER
SERVICES, INC., LEE MILLER, and
MATT MONTAGUE**