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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA

SHANE HUBER on behalf of himself,
all others similarly situated, and on
behalf of the general public,

Plaintiffs,

v.

LIFE CHIROPRACTIC COLLEGE
WEST INCORPORATED; and DOES 1-
100,

Defendants.

Case No. 24CV100293
[Related to Case No. 25CV108800]

*[Assigned for all purposes to the
Honorable Somnath Raj Chatterjee; Dept. 21]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF SHANE HUBER’S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT**

Date: September 29, 2026
Time: 2:30 p.m.
Reservation ID: 048747675346

Complaint Filed: November 20, 2024

1 **I. RECITALS**

2 This action is currently pending before this Court as a putative class action and
3 representative action (the “Action”). Plaintiff Shane Huber has applied to this Court for an order
4 preliminarily approving the settlement of the Action in accordance with Joint Stipulation and
5 Settlement Agreement (the “Agreement”), which together with the exhibit annexed thereto, sets
6 forth the terms and conditions for a proposed settlement and entry of judgment upon the terms and
7 conditions set forth therein. The Court has read and considered the Memorandum of Points and
8 Authorities in support of Plaintiff’s Motion for Preliminary Approval of Class and PAGA Action
9 Settlement and the declarations submitted therewith. For purposes of this Order, the Court adopts
10 all defined terms as set forth in the Agreement.

11 **II. FINDINGS**

12 After review and consideration of the Agreement and Plaintiff’s motion for preliminary
13 approval and the papers in support thereof, the Court hereby finds and orders as follows:

14 1. The Agreement falls within the range of reasonableness meriting possible final
15 approval.

16 2. The certification of the Class solely for purposes of settlement is appropriate in that:
17 (1) the Class Members are ascertainable and so numerous that joinder of all Class Members is
18 impracticable; (2) there are questions of law and fact common to the Class which predominate
19 over any individual questions; (3) Plaintiff’s claims are typical of the claims of the Class; (4)
20 Plaintiff and his Counsel have fairly and adequately represented and protected the interests of the
21 Class; and (5) a class action, and class-wide resolution of the action via class settlement procedures
22 is superior to other available methods for the fair and efficient adjudication of the controversy.

23 3. The Agreement, and the obligations of the Parties as set forth therein, is fair,
24 reasonable, and is an adequate settlement of this case and is in the best interests of the Class in
25 light of the factual, legal, practical, and procedural considerations raised by this case.

26 4. Plaintiff does not have any conflicts that would preclude him from serving as Class
27 Representative, and his appointment comports with the requirements of due process.

28 5. Class Counsel does not have any conflicts that would preclude them from acting as

1 Class Counsel, and they meet the requirements for appointment as Class Counsel and the
2 requirements of due process.

3 6. The notice of proposed class action settlement attached as Exhibit A to the
4 Agreement complies with due process because the notice of proposed class action settlement is
5 reasonably calculated to adequately apprise Class Members of: (i) the pending lawsuit; (ii) the
6 terms of the proposed Agreement; and (iii) their rights, including the right to either participate in
7 the settlement, exclude themselves from the settlement, or object to the settlement. Plaintiff's
8 proposed plan for class notice and settlement administration is the best notice practicable under
9 the circumstances.

10 **III. ORDER**

11 The Court having considered the papers submitted in support of the motion for preliminary
12 approval, HEREBY ORDERS THE FOLLOWING:

13 1. The Court finds on a preliminary basis that the provisions of the Agreement are
14 fair, just, reasonable, and adequate and, therefore, meet the requirements for preliminary approval.

15 2. The following Class is conditionally certified for purposes of settlement only: "All
16 current and former hourly-paid non-exempt employees of Defendant who worked for Defendant
17 within the State of California at any time during the Class Period." The Class Period is November
18 20, 2020, to January 17, 2026, unless modified by the Escalator Provision.

19 3. The Agreement provides for the following release as to Participating Class
20 Members,¹ which is hereby approved conditionally: "Upon the Court's final approval of the
21 settlement, subject to the Court's continuing jurisdiction to monitor compliance by Defendant with
22 settlement terms, all Participating Class Members shall release Defendant and the Released Parties
23 from any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties
24 of any kind, liabilities, expenses, and losses including but not limited to the causes of action
25 described in Plaintiff's pleadings, any violation of any other statute, ordinance, rule, or regulation,
26 whether federal, state, or administrative, or any other causes of action that any Class Member has

27 _____
28 ¹ Participating Class Members are all Class Members who do not submit a valid and timely request to exclude
themselves from this Settlement.

1 or might have, in law or in equity, of any kind whatsoever, arising at any time during the Class
2 Period that was alleged or that could have reasonably been alleged based on the factual allegations
3 in Plaintiff's pleadings, along with all related claims and all associated penalties."

4 4. This settlement also releases claims under the Private Attorneys General Act of
5 2004 ("PAGA"). These claims are asserted on behalf of Aggrieved Employees defined as: "All
6 current and former hourly-paid non-exempt employees of Defendant who worked for Defendant
7 within the State of California at any time during the PAGA Period." The PAGA Period is
8 November 20, 2023, to January 17, 2026, unless modified by the Escalator Provision. Aggrieved
9 Employees may not request to be excluded from the PAGA portion of the settlement, including
10 the Released PAGA Claims. All Aggrieved Employees will receive a portion of the PAGA
11 Payment.

12 5. The Agreement provides for the following release as to Aggrieved Employees,
13 which is hereby approved conditionally: "Upon the Court's approval of the settlement, subject to
14 the Court's continuing jurisdiction to monitor compliance by Defendant with settlement terms, the
15 LWDA shall release Defendant and the Released Parties from any and all claims for civil penalties
16 under the PAGA that were or could have been reasonably alleged based on the facts pleaded in the
17 PAGA Notice during the PAGA Period. This release is made solely by the LWDA through its
18 proxy, Plaintiff Shane Huber, and is limited to civil penalties recoverable under Labor Code
19 section 2699."

20 6. The settlement appears to be fair, adequate and reasonable to the Class. The
21 settlement falls within the range of reasonableness and appears to be presumptively valid, subject
22 only to any objections that may be raised at the final approval hearing and final approval by this
23 Court.

24 7. Plaintiff Shane Huber is conditionally approved as the Class Representative for the
25 Class.

26 8. The Court acknowledges the request for an incentive payment of \$10,000 to
27 Plaintiff Shane Huber for his service as class representative which will be decided at the time of
28 Final Approval.

1 9. Mara Law Firm, PC and Lawyers for Employee and Consumer Rights are
2 conditionally approved as Class Counsel for the Class.

3 10. The Court acknowledges the request for awards of up to \$108,333.33 in attorneys'
4 fees and up to \$30,000 in actual costs payable to Class Counsel which will be decided at the time
5 of Final Approval.

6 11. A final approval hearing on the question of whether the settlement, attorneys' fees
7 and costs to Class Counsel, and the Class Representative Service Payment should be finally
8 approved as fair, reasonable and adequate as to Class Members is scheduled in Department 21 on
9 the date and time set forth in the Implementation Schedule below.

10 12. The Court confirms APEX Class Action Administration as the Settlement
11 Administrator.

12 13. The proposed payment of up to \$10,000 in costs to APEX Class Action
13 Administration for its services as the Settlement Administrator is conditionally approved.

14 14. The Agreement provides from the Gross Settlement Fund a PAGA Payment of
15 \$20,000 (65% of which shall be paid to the Labor and Workforce Development Agency, and 35%
16 of which shall be distributable to Aggrieved Employees).

17 15. The Court approves, as to form and content, the Notice of Class Action Settlement
18 in substantially the form attached as Exhibit A to the Agreement. The Court approves the procedure
19 for Class Members to participate in, to opt out of, and to object to, the settlement as set forth in the
20 notice.

21 16. The Court directs the mailing of the notice of class action settlement by first class
22 mail to Class Members in accordance with the Implementation Schedule below. The Court finds
23 the dates selected for the mailing and distribution of the notice, as set forth in the Implementation
24 Schedule, meet the requirements of due process and provide the best notice practicable under the
25 circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

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IV. IMPLEMENTATION SCHEDULE

The Court orders the following Implementation Schedule for further proceedings:

Deadline for Defendant to submit Class Data to Settlement Administrator	October 14, 2026 [15 calendar days after service of this Order on Defendant's Counsel]
Deadline for Settlement Administrator to Mail Class Notices to Class Members	October 26, 2026 ² [10 calendar days from receipt of the Class and PAGA Data]
Deadline for Class Members to Postmark Requests for Exclusion, Objections, or Disputes ("Response Deadline")	December 28, 2026 ³ [60 days from mailing]
Deadline for Class Counsel to file a Motion for Final Approval	January 21, 2027 [16 court days prior to the final approval hearing]
Deadline to Provide the Court with the Settlement Administrator's Declaration Outlining Requests for Exclusion, Objections, and Disputes	January 21, 2027 [16 court days prior to the final approval hearing]
Final Approval Hearing and Final Approval	February 16, 2027, at 2:30 p.m.

IT IS SO ORDERED.

Dated: _____, 2026

By _____
Honorable Somnath Raj Chatterjee
Alameda County Superior Court Judge

² October 24, 2026, is a Saturday. This deadline has been moved to the next business day.

³ December 25, 2026, is a holiday. This deadline has been moved to the next business day.