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

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]*

**DECLARATION OF DAVID MARA, ESQ.,
IN SUPPORT OF 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, DAVID MARA, declare as follows:

- 2 1. I am President of Mara Law Firm, PC, and counsel of record for the Plaintiff and the
3 putative class in this matter. I am duly admitted to practice before all the courts of the state
4 of California. The following facts are within my personal knowledge and, if called to
5 testify, I could and would competently testify thereto.
- 6 2. I graduated from California Western School of Law and was admitted to practice law in
7 California in May 2004.
- 8 3. I extensively handle employment cases which involve violations of the California Labor Code
9 and Industrial Welfare Commission Wage Orders, such as wage and hour class actions and
10 cases alleging violations of the Private Attorneys General Act of 2004 (“PAGA”). I have
11 litigated over three hundred and fifty (350) class action and PAGA lawsuits over the course
12 of approximately 20 years.
- 13 4. I was co-class counsel in *Hohnbaum v. Brinker Restaurant Corp.* (San Diego County
14 Superior Court, Case No. GIC834348) which was the underlying case in the California
15 Supreme Court’s landmark decision in *Brinker Restaurant Corp. v. Superior Court* (2012)
16 53 Cal.4th 1004, in which the California Supreme Court delineated the scope of employer
17 obligations to provide, and employee rights to receive, meal and rest periods under
18 California law.
- 19 5. I am frequently called upon to author Amicus Curiae briefs on behalf of Consumer
20 Attorneys of California (“CAOC”). For example, I authored the Amicus Curiae briefs on
21 behalf of CAOC in *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, (The
22 California Supreme Court ruling that, like meal periods, employers must relieve employees
23 of all duty and relinquish all control to satisfactorily discharge its obligation to authorize
24 and permit rest periods.); *Frlekin v. Apple, Inc.* (2020) 8 Cal.5th 1038 (The California
25 Supreme Court ruling that the time spent on the employer’s premises waiting for, and
26 undergoing, required exit searches of packages, bags, or personal technology devices
27 voluntarily brought to work is compensable hours worked within the meaning of the Wage
28 Orders.); *Oliver v. Superior Court* (2021) California Court of Appeal Case No. H049185

(A brief asking the California Court of Appeal for the Sixth Appellate District to determine whether mandatory drive time of personal vehicles should be considered hours worked within the meaning of the Wage Orders' suffered or permitted test.). *Davidson v. O'Reilly Auto Enterprises, LLC* (9th Cir., 2020; Docket No. 18-56188)(a brief seeking Review *En Banc* of an order denying class certification in a wage and hour matter).

6. I was a member of CAOC's Amicus Committee that determines the cases in which the organization will agree to provide amicus support.

7. I have also lectured as a panelist for California Employment Lawyers Association regarding a host of wage and hour issues.

8. I have been named as class counsel in the following certified cases as a result of the court granting a motion for class certification: *Mario Norona v. B&G Delivery System, Inc.* (Sacramento County Superior Court, Case No. 34-2015-00186826-CU-OE-GDS); *Jerald Schroeder v. YRC, Inc.; et al.* (Central District of California, Case No. 12-cv-01374-TJH); *John Martin v. Sysco Corporation, et al.* (Eastern District of California, Case No. 1:16-cv-00990-DAD-SAB); *William Smith v. Werner Enterprises, Inc. d/b/a C.L. Werner, Inc.* (District of Nebraska, Case No. 8:15-cv-287); *Thomas Perez v. City of San Diego* (San Diego County Superior Court, Case No. 37-2014-00016621-CU-OE-CTL); *Denson Sales, et al. v. United Road Services, Inc. et al* (Northern District of California, Case No. 19-cv-08404-JST), *Eric Mendez v. M&N Consulting, Inc. dba A-Line Messenger Service* (San Bernardino County Superior Court, Case No. CIVDS1923624); *Denson Sales v. Professional Auto Transport, Inc. et al.* (San Bernardino County Superior Court, Case No. CIVDS2010153); *Bobby Williams v. Mohsen Transport, Inc.* (San Diego County Superior Court, Case No. 37-2019-00063361-CU-OE-CTL); and *Ashton Harden v. Mushiana Transport Inc.* (Sacramento County Superior Court, Case No. 34-2021-00301950-CU-OE-GDS).

9. I have also been named as class counsel in numerous cases during the settlement process. Here is a non-exhaustive list of cases where I have been named as class counsel in cases during the settlement process: *Kenneth Cox v. 3PL Worx, et al.* (Yolo County Superior

1 Court, Case No. CV-18-100); *Brian Davidson v. A&B Trucking Services, Inc.* (Kern
2 County Superior Court Case No. BCV-16-102985); *Alex Vega, et al. v. Advance Beverage*
3 *Co., Inc.* (Kern County Superior Court, Case No. BCV-16-100848); *Jaime Ruiz v. Altura*
4 *Centers for Health* (Kern County Superior Court, Case No. BCV-19-101577); *George*
5 *Zamudio v. AmeriPride Service, Inc.* (Alameda County Superior Court, Case No.
6 RG1809666); *Richard Hendricks v. Antonini Freight Express, Inc.* (San Joaquin County
7 Superior Court, Case No. STK-CV-UOE-2016-6999); *Alton Davis v. Apria Healthcare*
8 *Group, Inc.* (San Diego County Superior Court, Case No. 37-2014-00004724-CU-OE-
9 CTL); *Alan Atchison v. Ashley Furniture Industries, Inc., et al.* (Central District of
10 California, Case No. 17-cv-00528-JAK-SP); *Bernard Payton v. Atech Logistics, Inc.*
11 (Sonoma County Superior Court, Case No. SCV 258595); *Ramon Jenkins v. Compass*
12 *Group USA, Inc., et al.* (Yolo County Superior Court, Case No. CVCV-18-747); *Timothy*
13 *Spikes, et al. v. Bear Trucking, Inc., et al.* (San Bernardino County Superior Court, Case
14 No. CIVDS1715151); *Joshua Turpen v. Benjamin's Transfer Inc.* (Solano County Superior
15 Court, Case No. FCS048845); *Cesar Mendoza v. Bi-Rite Food Service, Inc.* (San Mateo
16 County Superior Court, Case No. 17CIV02044); *Terrance Bailey v. Blue Apron, LLC; et*
17 *al.* (Northern District of California, Case No. 18-cv-07000-VC); *Jeffrey Weast v.*
18 *California Aseptic Beverages, LLC* (San Bernardino County Superior Court, Case No.
19 CIVDS1825256); *Michael Valentich v. Hub Construction Specialties, Inc.* (San Bernardino
20 County Superior Court, Case No. JCCPDS4893); *Jose De Jesus Ortega Velazquez v.*
21 *Hunter Landscape, Inc.; et al.* (San Bernardino County Superior Court, Case No.
22 CIVDS1928062); *Adrian Diaz v. Keystone Automotive Operations, Inc.* (Riverside County
23 Superior Court, Case No. RIC1817450); *Arturo Gonzalez v. NCI Group, Inc. dba NCI*
24 *Building Systems* (Eastern District of California, Case No. 18-cv-00948-AWI-SKO); *Larry*
25 *Perez v. The Nielsen Company (US), LLC* (Orange County Superior Court, Case No. 30-
26 2021-01194324-CU-OE-CXC); *Erik Martinez v. Patrick Industries, Inc.* (San Bernardino
27 County Superior Court, Case No. CIVDS2009663); *Randolph Fitch v. Shaw Industries,*
28 *Inc.; et al.* (San Bernardino County Superior Court, Case No. CIVSB2024674); *Joshua*

1 *Rael v. Intercontinental Hotels Group Resources, Inc.* (Los Angeles County Superior
2 Court, Case No. 19STCV16010); and *Aaron Romero v. Vitro Flat Glass, LLC* (Kern
3 County Superior Court, Case No. BCV-21-101357).

4 10. Plaintiff filed his wage and hour class action complaint on November 20, 2024, alleging
5 that Defendant failed to pay all straight time and overtime wages, failed to provide lawful
6 meal and rest periods, failed to provide accurate itemized wage statements, failed to
7 reimburse employees for all business expenses, failed to pay all wages due at the
8 termination of employment, and violated the Unfair Competition Law.

9 11. In addition, Plaintiff provided notice to the Labor and Workforce Development Agency
10 (“LWDA”) in accordance with the Private Attorneys General Act of 2004 (“PAGA”) on
11 November 20, 2024. On January 27, 2025, Plaintiff filed a PAGA action alleging that
12 Defendant violated the PAGA by failing to pay all straight time and overtime wages, failing
13 to provide lawful meal and rest periods, failing to adopt a complaint sick pay policy, failing
14 to provide accurate itemized wage statements, failing to pay all wages due at the
15 termination of employment, and failing to reimburse employees for all business expenses.

16 12. Plaintiff’s class and PAGA cases were related by the Court on March 4, 2025.

17 13. After filing, the Parties engaged in informal discovery. These discovery efforts led to
18 Defendant producing policy documents that covered employees’ employment with
19 Defendant, such as employee handbooks, and time and wage records. Included within these
20 documents were Defendant’s wage and hour policies, including its meal and rest period
21 policies. Defendant also produced time and wage records for a random sampling of putative
22 class members. From this discovery, Plaintiff and his Counsel were able to analyze
23 Defendant’s liability in this action and prepare a realistic damage model.

24 14. The Parties attended an all-day mediation presided over by wage and hour mediator Steve
25 Serratore on November 18, 2025. This mediation was successful. The Parties then met and
26 conferred over all the terms of the settlement and finalized their settlement in the Parties’
27 Agreement. The Parties Agreement is attached hereto as **Exhibit 1**.

28 15. Defendant argues at the outset that it has enforceable arbitration agreements that cover a

1 vast majority of Class Members' employment.

2 16. Plaintiff asserts that Defendant's arbitration agreements are unenforceable. Plaintiff
3 contends that Defendant's arbitration agreements are substantively unconscionable as they
4 are infinite in duration, lack mutuality, require employees to submit their claims to an
5 employer-controlled dispute resolution process prior to arbitration, and prohibit the shifting
6 of attorneys' fees for prevailing parties. In making these arguments, Plaintiff relies on the
7 case *Cook v. University of Southern California* (2024) 102 Cal.App.5th 312, 321-325.
8 Plaintiff also argues that Defendant's arbitration agreements are procedurally
9 unconscionable because they are contracts of adhesion, were unilaterally drafted by
10 Defendants, were presented to employees on a take-it-or-leave-it basis, and were a
11 condition of employment. For these reasons, Plaintiff contends that Defendant's arbitration
12 agreements are unenforceable.

13 17. Defendant disagrees and contends that the Court would uphold its agreements. Defendant
14 further asserts that, to the extent the Court were to find any of the provisions in the
15 agreements to be unenforceable, the Court could sever those terms from the arbitration
16 agreements and enforce the remainder of the agreements. Plaintiff contends that severance
17 is not possible as the agreements permeate with unconscionability.

18 18. As such, the Parties have a disagreement as to whether Defendant's arbitration agreements
19 are enforceable. The Parties also have a disagreement about whether Plaintiff can represent
20 employees that signed arbitration agreements when Plaintiff himself did not sign one. If
21 the Court were to find that Plaintiff could not represent these employees, the Class – and
22 therefore the potential damages – would be significantly reduced.

23 19. Plaintiff alleges that employees are not provided with lawful rest periods. Employers have
24 an obligation to provide employees with ten (10) minute rest periods. An employer's
25 obligation to provide its employees with rest periods arises under the Industrial Welfare
26 Commission Wage Orders. Wage Order 4-2001, Section 12(A) states, "[e]very employer
27 shall authorize and permit all employees to take rest periods, which insofar as practicable
28 shall be in the middle of each work period. The authorized rest period time shall be based

1 on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
2 hours or major fraction thereof.” Here, Plaintiff alleges that Defendant requires employees
3 to remain on the premises during rest periods.

4 20. In *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, the California Supreme
5 Court ruled that the standards applicable to providing meal periods the Court articulated a
6 few years earlier in *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004,
7 were equally applicable to the rest period context. Citing *Brinker*, the *Augustus* Court ruled
8 that, like meal periods, “[d]uring required rest periods, employers must relieve their
9 employees of all duties and relinquish any control over how employees spend their break
10 time.” *Augustus*, 2 Cal.5th at 260. At a minimum, to relinquish employer control over how
11 employees spend their break time, the employee must be “free to leave the premises.”
12 *Brinker*, 53 Cal.4th at 1036. As the *Augustus* Court reasoned, the employee must be free to
13 travel five minutes away from the work site so that they can get back within the allotted
14 ten-minute time frame of the break. *Augustus*, 2 Cal.5th at 270. Plaintiff contends that,
15 here, Defendant does not permit employees to leave the premises during rest periods.

16 21. Defendant contends that it does not require employees to remain on the premises during
17 rest periods. Defendant argues that to resolve this claim, the factfinder would have to ask
18 whether employees thought they could leave the premises during rest breaks. In addition,
19 Defendant contends that employees did, in fact, leave the premises during rest periods.
20 Defendant asserts that should litigation continue, it would present declarations from
21 employees stating that they were free to leave the premises, and did leave the premises,
22 during rest periods.

23 22. Defendant also counters that even if it did tell employees they are to remain on the
24 premises, a point that Defendant does not concede, the practical limitations the ten (10)
25 minutes allotted for rest periods imposes on an employee’s movement are what prevent
26 employees from leaving the premises. In other words, the time limitation of only having
27 ten (10) minutes for rest periods prevents off-premises movement during rest periods, not
28 expressly or impliedly telling employees that rest periods are to be taken on the premises.

1 Based on the practical limitations associated with ten (10) minute rest periods, and not
2 Defendant's policies, Defendant contends that its policies are aligned with, and not
3 antagonistic to *Augustus*. Defendant find support for this in the following language from
4 *Augustus*:

5 Because rest periods are 10-minutes in length (Wage Order 4, subd. 12(A)),
6 they impose practical limitations on an employee's movement. That is,
7 during a rest period an employee generally can travel at most five minutes
8 from a particular work post before returning to make it back on time. Thus,
one would expect that employees will ordinarily have to remain on site or
nearby.

9 *Augustus, supra*, 2 Cal.5th at 270.

10 23. Defendant further asserts that employees are relieved of all work and employer control
11 during rest periods. And, to the extent there is any limitation placed on rest periods, it is
12 something that arises simply out of the fact that ten (10) minutes is a short amount of time.
13 Therefore, Defendant asserts that the limitations placed on employees, if any, are merely
14 inherent to rest periods and not an exertion of employer control.

15 24. Plaintiff contends that Defendant does not provide employees with meal periods that
16 conform with California law. Employers have an obligation under California law to provide
17 employees with thirty (30) minute meal periods. Under California Labor Code § 512(a),
18 "[a]n employer may not employ an employee for a work period of more than five hours
19 per day without providing the employee with a meal period of not less than 30 minutes . .
20 . ." Cal. Lab. Code § 512(a). An employer "satisfies this obligation [to provide meal
21 periods] if it relieves its employees of all duty, relinquishes control over their activities and
22 permits them a reasonable opportunity to take an uninterrupted 30-minute break, and does
23 not impede or discourage them from doing so." *Brinker Restaurant Corp. v. Superior Court*
24 (2012) 53 Cal.4th 1004, 1040. Here, Plaintiff contends that Defendant fails to provide
25 employees with full thirty-minute meal periods. Plaintiff asserts that employees are
26 required to clock in and out for lunch on time clocks at their work area. Plaintiff contends
27 that this means that the time that is typically paid for – i.e., transiting to and from the break
28 room before the beginning and after the end of meal periods – Defendant takes away from

1 employee meal periods. Plaintiff contends that employees are therefore receiving less free
2 time during their meal periods because their meal period is inclusive of the time it takes to
3 walk to and from the break area.

4 25. Defendant asserts that its meal period policy is lawful and that it provides employees with
5 meal periods in compliance with California law. Further, Defendant alleges that if litigation
6 continues it would be able to show that it advised employees of the right to take a meal
7 period in compliance with California law. Defendant contends that it informed employees
8 that their meal period began and ended at a suitable rest area and not their work area.
9 Defendant contends that if litigation were to continue, the Court would have to ask each
10 employee whether they were told their meal period started at a suitable rest area or their
11 workstation. Defendant asserts that this would defeat class certification. Defendant also
12 contends that to the extent an employee was not provided the opportunity to take a legally
13 compliant meal period, they were provided a meal premium.

14 26. Plaintiff asserts that Defendant does not reimburse employees for all business expenses.
15 Plaintiff contends that Defendant requires employees to use their personal cell phones for
16 work related purposes and fails to reimburse employees for this use.

17 27. Defendant asserts that employers must only reimburse an employee for “necessary
18 expenditures.” Cal. Lab. Code § 2802(a). Defendant contends that a plaintiff must show:
19 (1) they incurred expenses; (2) the expenses were *necessary* to discharge their duties; and
20 (3) was not reimbursed. *Alvarado v. Wal-Mart Assoc., Inc.* (C.D. Cal. Nov. 3, 2021) 2021
21 WL 6104234, *5. Defendant asserts that there is not a necessity to use a personal cell
22 phone. In addition, Defendant contends that it provided employees with all necessary tools
23 required for their jobs.

24 28. Plaintiff also pursued claims for failure to provide accurate itemized wage statements and
25 waiting time penalty claims. These claims are derivative of Plaintiff’s meal and rest period
26 claims. Should Plaintiff’s meal and rest period claims fail, these claims would also fail.

27 29. In addition, Defendant contends that even if Plaintiff were successful in his meal and rest
28 claims, he would have to prove Defendant “willfully” failed to pay employees the

appropriate wages due upon separation of employment. “A willful failure to pay wages within the meaning of Labor Code Section 203 occurs when an employer intentionally fails to pay wages to an employee when those wages are due. However, a good faith dispute that any wages are due will preclude imposition of waiting time penalties under Section 203.” Cal. Code Regs. Tit. 8 § 13520. “A ‘good faith dispute’ that any wages are due occurs when an employer presents a defense, based in law or fact, which would preclude any recovery on the part of the employee. The fact that a defense is ultimately unsuccessful will not preclude a finding that a good faith dispute did exist.” *Id.*

30. Defendant contends that any failure to pay wages due at the separation of employment was not willful. Defendant argues that it would not be liable for waiting time penalties because a “good faith dispute” exists over the payment of those wages. *See* Cal. Code Regs. Tit. 8 § 13520; *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1201 and *Naranjo v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056.

31. Further, Defendant contends that Plaintiff would also have to prove that Defendant “knowingly and intentionally” failed to comply with the wage statement requirements under Labor Code § 226. *See Naranjo v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056. Defendant maintains that it reasonably, and in good faith believes that it was providing a complete and accurate wage statement in compliance with California law.

32. Defendant also argues that Plaintiff’s meal and rest period claims cannot form the basis of his wage statement claim. Defendant relies on the case *Maldonado v. Epsilon Plastics, Inc.* (2018) 22 Cal.App.5th 1308, for the position that employees do not suffer injury under California Labor Code § 226(a) so long as the wage statements correctly reflected the hours worked and the pay received even if the pay is later determined to be inaccurate.

33. Plaintiff also seeks PAGA penalties for the claims outlined above. PAGA allows the private enforcement of certain California Labor Code sections relating to wage and hour violations. The statute of limitations for PAGA violations goes back one year. Because Plaintiff’s PAGA claims are based on the same alleged unlawful conduct as his class claims, Plaintiff’s PAGA claims are subject to the same risks on the merits as Plaintiff’s

1 class claims.

2 34. In addition, Defendant maintains that Plaintiff's PAGA claims face manageability
3 concerns consistent with the class certification challenges. Specifically, Defendant
4 contends it has due process rights which would not permit Plaintiff to attempt to generalize
5 violations from disparate anecdotal evidence. *Duran v. U.S. Bank National Assn.*, 59
6 Cal.4th 1 (2014).

7 35. In addition, the Court may reduce any PAGA penalties awarded under Section 2699,
8 subdivision (e)(2). The likelihood of the Court reducing the PAGA penalties awarded to
9 the Aggrieved Employees – assuming liability is proven as to each of Plaintiff's claims –
10 is higher in this case where these same individuals may also be receiving money for the
11 same unlawful conduct under the class claims. *See Avila v. Cold Spring Granite Co.* (E.D.
12 Cal. Jan. 12, 2018) Case No. 1:16-cv-001533-AWI-SKO, 2018 U.S. Dist. LEXIS 6142 *17
13 ("Because the PAGA penalties sought are at least partially duplicative of penalties granted
14 by the underlying Labor Code violations, *see, e.g.,* Cal. Lab. Code §§
15 203, 226, 558(a), 1194.2, and because a Court has discretion in whether and in what
16 amount to award PAGA penalties, *see* Cal. Lab. Code § 2699(e)(2), Plaintiff recognizes
17 that the potential PAGA penalties are highly uncertain."). As such, the Court will likely
18 reduce any PAGA penalty amount awarded to the Aggrieved Employees.

19 36. Plaintiff alleges that Defendant failed to provide employees with lawful meal and rest
20 periods. Plaintiff contends that employees are not provided with duty-free rest periods
21 because Plaintiff contends that employees must stay on the premises during rest periods.
22 In addition, Plaintiff contends that Defendant does not provide full thirty-minute meal
23 periods to employees because employees must use some of their meal period time to get to
24 and from a suitable rest area. If Plaintiff were to prevail on these claims, Plaintiff and the
25 Class Members would be entitled to the following potential damages: \$1,000,076 [(17,716
26 shifts over five hours x \$26.74 = \$473,725.84) + (19,684 shifts over 3.5 hours x \$26.74 =
27 \$526,350.16)].

28 37. Defendant contends that these amounts should be zero because it has lawful meal and rest

1 period policies and practices. Defendant contends that employees are relieved of all duties
2 during meal and rest periods and can leave the premises during both of these breaks.
3 Defendant also contends that employees receive full thirty-minute meal periods. Due to
4 this, Defendant asserts that employees are not owed meal or rest period premiums.
5 Accordingly, Defendant claims Plaintiff should take nothing on these claims and, if the
6 factfinder agreed, Plaintiff would take nothing. Although remaining confident in his
7 position, Plaintiff had no way of knowing how the factfinder would rule on this issue, and
8 a substantial discount had to be given to make settlement possible.

9 38. Plaintiff contends that Defendant requires employees to use their personal cell phones for
10 work related purposes and fails to reimburse employees for this use. If Plaintiff were to
11 prevail on this claim, Plaintiff and the Class Members would be entitled to approximately
12 \$261,000 (50 months x \$60 x 87 current employees = \$261,000) in damages.

13 39. Defendant contends that employees are not required to use their personal cell phones for
14 business purposes. Defendant contends that Plaintiff cannot point to any policy or practice
15 under which employees are necessarily required to use their personal cell phones. As such,
16 Defendant asserts that there are no damages for this claim.

17 40. If Plaintiff were to prevail on his meal and rest period claims, he and the Class Members
18 may also be entitled to wage statement and waiting time penalties. Plaintiff asserts that
19 Defendant failed to provide Plaintiff and the Class Members with accurate itemized wage
20 statements. The statute of limitations for Plaintiff's wage statement claim is one year.
21 Under California Labor Code § 226(e)(1), the damages for breach of this section are fifty
22 dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars
23 (\$100) per employee for each violation in a subsequent pay period, not to exceed an
24 aggregate penalty of four thousand dollars (\$4,000). If Plaintiff were to prevail on his wage
25 statement claim, the potential damages would be approximately \$140,050 [(47 x \$50 for
26 an initial violation = \$2,350) + (1,377 x \$100 for a subsequent violation = \$137,700)].

27 41. Defendant argues that it lawfully and accurately itemized wage statements. Defendant also
28 asserts that any violation of California Labor Code § 226 was not "knowing and

intentional.” Defendant further contends that employees cannot show that they have suffered an injury as a result of any potential violation of California Labor Code § 226. Plaintiff had to take Defendant’s arguments into consideration in evaluating this claim.

42. Plaintiff calculates the potential exposure under his waiting time penalties cause of action as \$64,176 (10 former employees x 30 days x 8 hours x \$26.74 = \$64,176).

43. As these damages are derivative of Plaintiff’s meal and rest period claims, if these claims fail, this claim also would fail. Defendant also contends that Plaintiff would not be able to show that this violation was willful. On this basis, Defendant contends that Plaintiff would not be entitled to any damages for waiting time penalties.

44. Plaintiff also seeks PAGA penalties. The statute of limitations for PAGA violations go back one year. The potential damages under Plaintiff’s PAGA claim is approximately \$569,600.¹ Defendant contends that Plaintiff would not be allowed to “stack” PAGA penalties. If the Court were to agree with this and only award one PAGA penalty per pay period, Defendant’s exposure would be \$142,400 (\$100 x 1,424 pay periods = \$142,400).

45. As Plaintiff’s PAGA claims are based on the same alleged unlawful conduct as his class claims, Plaintiff’s PAGA claims are subject to the same risks on the merits as Plaintiff’s class claims. In addition, the Court may reduce any PAGA penalties awarded under Section 2699, subdivision (e)(2). The likelihood of the Court reducing the PAGA penalties awarded to Plaintiff and the PAGA Aggrieved Employees – assuming liability is proven as to each of Plaintiff’s claims – is higher in this case where these same individuals may also be receiving money for the same unlawful conduct under the class claims. *See Avila v. Cold Spring Granite Co.* (E.D. Cal. Jan. 12, 2018) Case No. 1:16-cv-001533-AWI-SKO, 2018 U.S. Dist. LEXIS 6142 *17 (“Because the PAGA penalties sought are at least partially duplicative of penalties granted by the underlying Labor Code violations, *see, e.g.,* Cal. Lab. Code §§ 203, 226, 558(a), 1194.2, and because a Court has discretion in whether and in what amount to award PAGA penalties, *see* Cal. Lab. Code § 2699(e)(2), Plaintiff recognizes that the potential PAGA penalties are highly uncertain.”). As such, the Court

¹ \$100 x 4 PAGA violations x 1,424 pay periods = \$569,600

1 may reduce any PAGA penalty amount awarded to Plaintiff and the PAGA Aggrieved
2 Employees.

3 46. Thus, not taking into account any of its defenses or arguments, Plaintiff estimated that if
4 he were successful in his core claims, Defendant's total exposure would be approximately
5 \$1,465,301 [\$526,350 (rest period exposure) + \$473,725 (meal period exposure) +
6 \$140,050 (wage statement exposure) + \$261,000 (business reimbursement exposure) +
7 \$64,176 (waiting time penalty exposure) = \$1,465,301]. If the fact finder were to side with
8 Defendant on these claims, Plaintiff and the Class Members would not be entitled to any
9 damages for wage statements, waiting time penalties, or PAGA penalties that are derivative
10 of and dependent on Plaintiff prevailing on his meal and rest period claims. If Plaintiff is
11 successful in his claims, Plaintiff and the Aggrieved Employees may also be entitled to
12 PAGA penalties.

13 47. Plaintiff also had to take Defendant's arbitration agreements into consideration.
14 Defendant's arbitration agreements raised additional risks in proceeding forward with
15 litigation. Plaintiff had to take into consideration the fact that the Court could find that
16 Defendant's arbitration agreements are enforceable. Plaintiff also had to take into
17 consideration the fact that the Court could determine that Plaintiff cannot represent
18 employees that signed arbitration agreements because Plaintiff himself did not sign one. If
19 the Court were to find that Plaintiff could not represent these employees, the Class – and
20 therefore the potential damages – would be significantly reduced.

21 48. In light of the risks Plaintiff's claims faced and Defendant's financial condition, Plaintiff
22 and his Counsel believe that the settlement amount of \$325,000 – with an average
23 settlement share amount estimated at \$1,685.82 – is a reasonable and fair settlement
24 amount.

25 49. It should be noted that a settlement is not judged solely against what might have been
26 recovered, had the plaintiff prevailed at trial, nor does the settlement have to provide 100%
27 of the damages sought to be fair and reasonable. *Wershba v. Apple Computers, Inc.* (2001)
28 91 Cal.App.4th 224, 246, 250; *Rebney v. Wells Fargo Bank* (1990) 220 Cal.App.3d 1117,

1 1139. “Compromise is inherent and necessary in the settlement process...even if the relief
2 afforded by the proposed settlement is substantially narrower than it would be if the suits
3 were to be successfully litigated, this is no bar to a class settlement because the public
4 interest may indeed be served by a voluntary settlement in which each side gives ground
5 in the interest of avoiding litigation.” *Wershba, supra*, at 250; *Officers for Justice v. Civil*
6 *Serv. Comm’n* (9th Cir. 1982) 688 F.2d 615, 628 (“It is well-settled law that a cash
7 settlement amounting to only a fraction of the potential recovery does not...render the
8 settlement inadequate or unfair”); *see also In re Omnivision Technologies, Inc.* (N.D. Cal.
9 2007) 2007 U.S. Dist. LEXIS 95616, *21, (noting that certainty of recovery in settlement
10 of 6% of maximum potential recovery after reduction for attorneys’ fees was higher than
11 median percentage for recoveries in shareholder class action settlements, averaging 2.2%-
12 3% from 2002 through 2006).

13 50. A class action is appropriate when the class is ascertainable and there is “a well defined
14 community of interest in the questions of law and fact involved affecting the parties to be
15 represented.” Cal. Civ. P. Code § 382. State law requirements under California Code of
16 Civil Procedure section 382 for class certification follow federal law according to Rule 23
17 of the Federal Rule of Civil Procedure: numerosity, typicality of the class representatives’
18 claims, adequacy of representation, predominance of common issues, and superiority. Fed.
19 R. Civ. P. 23(a); *see also Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1019.
20 It should be noted that while a court must certify a class for settlement purposes if a class
21 has not already been certified, “it is well established that trial courts should use different
22 standards to determine the propriety of a settlement class, as opposed to a litigation class
23 certification. Specifically, a lesser standard of scrutiny is used for settlement cases.” *Glob.*
24 *Minerals & Metals Corp. v. Superior Court* (2013) 113 Cal.App.4th 836, 859 *citing Dunk*
25 *v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807, fn. 19. Plaintiff contends, and
26 Defendant does not dispute for settlement purposes only, that each of these elements are
27 present. *See Wershba v. Apple Computer* (2001) 91 Cal. App. 4th 224, 237-38.

28 51. The preliminary approval motion and supporting documents were uploaded to the Labor

1 Workforce Development Agency. Attached hereto as **Exhibit 2** is a confirmation received
2 as a result of this upload.

3 I declare under penalty of perjury under the laws of the State of California that all the
4 foregoing is true and correct.

5
6 Dated: September 1, 2026

MARA LAW FIRM, PC

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8  _____

9 David Mara, Esq.
10 Representing Plaintiff SHANE HUBER,
11 on behalf of himself, all others similarly situated,
12 and on behalf of the general public
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Exhibit 1

JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to final approval by the Court, this settlement agreement is made between Plaintiff Shane Huber (“Plaintiff”) on behalf of himself and in his representative capacity on behalf of the Class, as defined below, and on behalf of the State of California; and Defendant Life Chiropractic College West, Inc. (“Defendant”) (collectively Plaintiff and Defendant are referred to in this agreement as the “Parties”). This agreement is intended to settle the lawsuits designated: *Shane Huber v. Life Chiropractic College West, Inc.* (Alameda County Case No. 24CV100293 (the “Class Action”) and Case No. 25CV108800 (the “PAGA Action”).

I. DEFINITIONS

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

1. **Administration Costs**: The costs incurred by the Settlement Administrator, Apex Class Action LLC, to administer this Settlement, which shall not exceed \$10,000. All Administration Costs shall be paid from the Gross Settlement Amount. If the actual administration costs are less than the amount allocated in this agreement, or if the Court awards less than the amount requested, the difference in the amount allocated in this agreement and the amount awarded by the Court will become part of the Net Settlement Amount for distribution to Participating Class Members.
2. **Agreement, Settlement Agreement, Joint Stipulation, or Settlement**: The settlement agreement reflected in this document, titled “Joint Stipulation and Settlement Agreement.”
3. **Aggrieved Employees**: All current and former hourly-paid non-exempt employees of Defendant who worked for Defendant within the State of California at any time during the PAGA Period.
4. **Attorneys Fee Award**: The amount of attorneys’ fees approved of by the Court and awarded to Class Counsel. This amount shall not exceed one-third of the Gross Settlement Amount (\$108,333.33). The Attorneys Fee Award shall be paid from the Gross Settlement Amount. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
5. **Class**: All current and former hourly-paid non-exempt employees of Defendant who worked for Defendant within the State of California at any time during the Class Period.

6. **Class Counsel:** David Mara, Jill Vecchi, and Carter Cordura of Mara Law Firm, PC; and Colette Mahon of Lawyers for Employee and Consumer Rights, APC.
7. **Class Data:** The electronic database Defendant shall deliver to the Settlement Administrator which will list the following information for each Class Member: (1) first and last name; (2) last known mailing address; (3) social security number; (4) telephone number; and (5) the total number of weeks during which the Class Member performed work during the Class Period. The Class Data shall be based on Defendant's payroll, personnel, and other business records.
8. **Class Member:** Each person eligible to participate in this Settlement who is a member of the Class as defined above.
9. **Class Notice:** The Notice of Class Action Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to Court approval.
10. **Class Period:** November 20, 2020, to whichever date is earlier: the date preliminary approval is granted by the Court or January 17, 2026, unless modified by the Escalator Provision.
11. **Class Representative:** Shane Huber.
12. **Class Representative Enhancement Payment:** The amount the Court awards to the Class Representative, Shane Huber, which will not exceed \$10,000. This payment shall be paid from the Gross Settlement Amount and is being offered in consideration for Plaintiff executing a general release of claims against Defendant, a release that is broader than any Participating Class Member will provide in consideration for a settlement share. This payment is also offered in consideration for the Plaintiff's actions in conferring a benefit upon the State of California and the Class, and the time and effort Plaintiff put into pursuing the litigation. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
13. **Cost Award:** The amount that the Court orders Defendant to pay Class Counsel for payment of actual litigation costs, which shall not exceed \$30,000. The Cost Award will be paid from the Gross Settlement Amount. The Cost Award is subject to Court approval. If the actual costs incurred are less than the amount allocated in this Agreement, or if the Court awards less than the amount requested, the difference in the amount allocated in this Agreement and the amount awarded by the Court will become part of the Net Settlement Amount for distribution to Participating Class Members.
14. **Counsel for Defendant:** Vincent R. Fisher and Joty K. Jhaaj of O'Hagan Meyer LLP.

15. **Court:** Superior Court of California for the County of Alameda.
16. **Defendant:** Life Chiropractic College West, Inc.
17. **Disbursement of the Settlement:** Within ten (10) calendar days after the Settlement Administrator's receipt of the Gross Settlement Amount, but in no event earlier than the Effective Final Settlement Date, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Net PAGA Settlement Amount to Aggrieved Employees; (3) the Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (4) the Class Representative Enhancement Payment paid to the Class Representative, as approved by the Court; (5) the Administration Costs, as approved by the Court; and (6) the LWDA Payment to the LWDA.
18. **Effective Final Settlement Date:** The effective date of this settlement will be the later of the time when either: (i) the Judgment of the Court granting final approval of the settlement is final and no longer subject to appeal, if there are objections, or (ii) the date the Court enters an order on final approval of the settlement, if there are no objections.
19. **Employer Taxes:** Defendant's portion of payroll taxes as the Class Members' current or former employer (including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.) owed to the appropriate local, state, and federal taxing authorities. Defendant will pay its portion of payroll taxes separate and apart from the Gross Settlement Amount.
20. **Final Judgment or Final Approval:** The final order entered by the Court approving this Agreement.
21. **Funding of Settlement:** Defendant shall wire or otherwise provide to the Settlement Administrator the Gross Settlement Amount no later than sixty-five (65) days after service on Defendant of the Court's order on final approval.
22. **Gross Settlement Amount or GSA:** The total value of the settlement is a non-reversionary \$325,000. This is the gross amount Defendant can be required to pay under this Settlement Agreement, with the exception of its obligation to pay Employer Taxes, or if the Escalator Provision is triggered. The Gross Settlement Amount includes without limitation: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorneys Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative Enhancement Payment paid to the Class Representative, as approved by the Court; (4) the Administration Costs, as approved by the Court; and (5) the PAGA Payment to the LWDA and to Aggrieved Employees, as approved by the Court. Defendant's portion of

payroll taxes as the Class Members' current or former employer will be paid outside of and in addition to the Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendant for any reason.

23. **Individual Class Settlement Share(s)**: The amount payable to each Participating Class Member under the terms of this Settlement Agreement. Class Members are not required to submit a claim form to receive their Individual Class Settlement Shares pursuant to this Agreement. Rather, Participating Class Members will receive an Individual Class Settlement Share automatically, without the return of a claim form. Participating Class Members will receive a pro rata share of the Net Settlement Amount allocated to the class component of the settlement. That share will be based on the number of workweeks worked in California while employed by Defendant during the Class Period.
24. **Individual PAGA Settlement Share(s)**: Aggrieved Employees will receive a pro-rated share of the Net Settlement Amount allocated to PAGA based on the number of pay periods they worked in California while employed by Defendant during the PAGA Period.
25. **LWDA**: California Labor and Workforce Development Agency ("LWDA"). The LWDA is empowered to enforce the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*, and has delegated such authority to Plaintiff with regard to the claim in this Action through the procedural mechanisms provided for by statute.
26. **LWDA Payment**: Refers to sixty-five percent (65%) of the PAGA Payment that is to be paid to the LWDA as described in this Settlement (*i.e.*, \$13,000).
27. **Net PAGA Settlement Amount or NPSA**: The total amount of money for payout to Aggrieved Employees, which is the PAGA Payment less the LWDA Payment (*i.e.*, \$7,000).
28. **Net Settlement Amount or NSA**: The total amount of money available for payout to Participating Class Members, which is the GSA less the Attorneys Fee Award, Cost Award, Class Representative Enhancement Payment, the PAGA Payment, and Administration Costs. In other words, the NSA is the portion of the GSA that will be distributed to Participating Class Members. The payment of employee-side taxes on the portion of the settlement shares earmarked as wages shall be paid out of the Net Settlement Amount. Thus, the Individual Settlement Shares that are paid out of the Net Settlement Amount shall be reduced by the employee's tax liability for the portion of the settlement shares allocated as wages.
29. **PAGA**: The California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698, *et seq.*).

30. **PAGA Data**: The electronic database Defendant shall deliver to the Settlement Administrator which will list the following information for each Aggrieved Employee: (1) first and last name; (2) last known mailing address; (3) social security number; (4) telephone number; and (5) the total number of pay periods during which the Aggrieved Employee performed work during the PAGA Period as an Aggrieved Employee. The PAGA Data shall be based on Defendant's payroll, personnel, and other business records.
31. **PAGA Payment**: Refers to the \$20,000 the Parties have agreed to settle the PAGA claims. 65% of this amount, or \$13,000, shall be paid to the LWDA. The remaining 35%, or \$7,000, shall become part of the Net PAGA Settlement Amount payable to Aggrieved Employees.
32. **PAGA Period**: November 20, 2023, to whichever date is earlier: the date preliminary approval is granted by the Court or January 17, 2026, unless modified by the Escalator Provision.
33. **PAGA Settlement**: Refers to the settlement of claims included in the Released PAGA Claims, for which Aggrieved Employees will receive an Individual PAGA Settlement Share payment.
34. **Participating Class Members**: All Class Members who do not submit a valid and timely request to exclude themselves from this Settlement.
35. **Parties**: Plaintiff Shane Huber, as an individual and as Class Representative, and Defendant Life Chiropractic College West, Inc.
36. **Preliminary Approval or Preliminary Approval Order**: The Court's order preliminarily approving the Class Settlement.
37. **Released Class Claims**: Upon the Court's final approval of the settlement, subject to the Court's continuing jurisdiction to monitor compliance by Defendant with settlement terms, all Participating Class Members shall release Defendant and the Released Parties from any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties of any kind, liabilities, expenses, and losses including but not limited to the causes of action described in Plaintiff's pleadings, any violation of any other statute, ordinance, rule, or regulation, whether federal, state, or administrative, or any other causes of action that any Class Member has or might have, in law or in equity, of any kind whatsoever, arising at any time during the Class Period that was alleged or that could have reasonably been alleged based on the factual allegations in Plaintiff's pleadings, along with all related claims and all associated penalties.
38. **Released PAGA Claims**: Upon the Court's approval of the settlement, subject to the Court's continuing jurisdiction to monitor compliance by Defendant with

settlement terms, the LWDA shall release Defendant and the Released Parties from any and all claims for civil penalties under the PAGA that were or could have been reasonably alleged based on the facts pleaded in the PAGA Notice during the PAGA Period. This release is made solely by the LWDA through its proxy, Plaintiff Shane Huber, and is limited to civil penalties recoverable under Labor Code section 2699.

39. **Released Parties:** Life Chiropractic College West, Inc., any potential “joint employer,” and any and all of Defendant’s affiliated companies and its respective parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors, employees, or other person acting on Defendant’s behalf) predecessors, successors, and assigns.
40. **Response Deadline:** Sixty (60) calendar days from the initial mailing of the Class Notices.
41. **Settlement Administration:** The Settlement Administrator will use the National Change of Address Database to obtain updated addresses for Class Members. The Settlement Administrator will mail the Class Notices by first class U.S. mail to all Class Members at the address resulting from the search of the National Change of Address Database. The Class Notices will inform Class Members that they have until the Response Deadline to either object to the Settlement or to opt-out of the Settlement. Any Class Member who does not receive notice after the steps outlined above have been taken will still be bound by the Settlement and/or judgment.
42. **Settlement Administrator:** The third party administrator agreed upon by Parties to administer this Settlement is Apex Class Action LLC.

II. **SETTLEMENT TERMS AND CONDITIONS**

43. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount is a non-reversionary \$325,000. The Gross Settlement Amount includes, but is not limited to: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorneys Fee Award and Cost Award to Class Counsel for attorneys’ fees and costs, as approved by the Court; (3) the Class Representative Enhancement Payment paid to the Class Representative, as approved by the Court; (4) the Administration Costs, as approved by the Court; and (5) the PAGA Payment, as approved by the Court. Defendant’s portion of payroll taxes as the Class Members’ current or former employer will be paid outside of and in addition to the Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendant for any reason.

54.1 Escalator Provision: If the actual total number of class workweeks exceeds 10% (ten percent) of 8,100, Defendant at its sole discretion, will either: (a) pay the pro rata percentage increase in excess of 10% of the GSA attributable to the Class Settlement to include the additional workweeks (e.g., an 11% increase in workweeks would result in a 1% increase in the GSA attributable to the Class Settlement); or (b) reduce the release period to the date that 8,910 workweeks are met, but not exceeded.

- 44. Class Certification.** Solely for the purposes of this settlement, the Parties stipulate and agree to certification of the claims asserted on behalf of Class Members. As such, the Parties stipulate and agree that in order for this settlement to occur, the Court must certify the Class as defined in this Settlement Agreement.
- 45. Conditional Nature of Stipulation for Certification.** The Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiff and Class Members for purposes of this settlement only. If the settlement does not become effective, the fact that the Parties were willing to stipulate to certification as part of the Settlement shall not be admissible or used in any way in connection with, the question of whether the Court should certify any claims in a non-settlement context in this action or in any other lawsuit. If the settlement does not become effective, Defendant reserves the right to contest any issues relating to class certification and liability.
- 46. Appointment of Class Representatives.** Solely for the purposes of this settlement, the Parties stipulate and agree Plaintiff Shane Huber shall be appointed as representative for the Class.
- 47. Appointment of Class Counsel.** Solely for the purpose of this settlement, the Parties stipulate and agree that the Court appoint Class Counsel to represent the Class.
- 48. Individual Class Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Class Settlement Share from the Net Settlement Amount to each Participating Class Member.

59.1 Calculation.

59.1.1 Individual Class Settlement Share Calculation. Participating Class Members will receive a pro-rated share of the Net Settlement Amount, less applicable withholdings, based on the number of workweeks they worked in California while employed by Defendant in California during the Class Period. The formula for distribution to

Participating Class Members shall be calculated as follows: Defendant shall provide the Settlement Administrator with the total number of work weeks worked by all Class Members during the Class Period; the Settlement Administrator shall then divide the Net Payment by the total number of work weeks resulting in a value for each work week attributable to Class Members (“Work Week Value”); the Settlement Administrator shall then take the number of work weeks worked by each Class Member and multiply it by the Work Week Value. Every Participating Class Member will be credited with at least one workweek.

59.2 Tax Withholdings. Each Class Member’s Individual Settlement Share will be apportioned as follows: 20% wages and 80% penalties and interest. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee’s wages and all other authorized and required withholdings and shall be reported by W-2 forms. Payment of all amounts will be made subject to backup withholding unless a duly executed W-9 form is received from the payee(s). The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees’ wages and shall be reported by IRS 1099 forms. Only the employee share of payroll tax withholdings shall be paid from each Class Member’s Individual Settlement Share. The employer share of payroll tax withholdings shall be paid separate from and in addition to the Gross Settlement Amount.

49. Individual PAGA Settlement Share. Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual PAGA Settlement Share from the Net PAGA Settlement Amount to each Aggrieved Employee.

60.1 Calculation.

60.1.1. Individual PAGA Settlement Share Calculation.

Aggrieved Employees will receive a pro-rated share of the Net Settlement Amount, less applicable withholdings, based on the number of pay periods they worked in California while employed by Defendant during the PAGA Period. The formula for distribution to Aggrieved Employees shall be calculated as follows: Defendant shall provide the Settlement Administrator with the total number of pay periods worked by all Aggrieved Employees during the PAGA Period; the Settlement Administrator shall then divide the Net PAGA Settlement Amount by the total

number of pay periods resulting in a value for each pay period attributable to Aggrieved Employees (“Pay Period Value”); the Settlement Administrator shall then take the number of pay periods worked by each Aggrieved Employee and multiply it by the Pay Period Value. Every Alleged Aggrieved Employee will be credited with at least one pay period.

60.2 Tax Withholdings. Each Aggrieved Employee’s Individual PAGA Settlement Share will be apportioned as 100% penalties. The Individual PAGA Settlement Shares shall therefore be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees’ wages and shall be reported by IRS 1099 forms.

50. Constituents of Gross Settlement Amount Disbursement. Subject to the terms and conditions of this Settlement Agreement, the Settlement Administrator shall disburse the Gross Settlement Amount as directed later on herein to the following:

61.1 To the Named Plaintiff: In addition to his Individual Settlement Shares, and subject to the Court’s approval, the named Plaintiff Shane Huber will receive up to \$10,000 in consideration for providing Defendant a General Release, a release that is broader than the claims released by Participating Class Members; for the benefits he conferred upon Class Members; and for the time and effort he put into pursuing this litigation. The Settlement Administrator will pay the Class Representative Enhancement Payment out of the Gross Settlement Amount. Payroll tax withholdings and deductions will not be taken from the Class Representative Enhancement Payment. An IRS Form 1099 will be issued to Plaintiff with respect to her Class Representative Enhancement Payment.

61.2 To Class Counsel. At the Final Approval Hearing, Class Counsel will apply to the Court for an Attorneys Fee Award not to exceed one-third of the GSA and a Cost Award not to exceed \$30,000. The Settlement Administrator will pay the Court approved amounts for the Attorneys Fee Award and Cost Award out of the Gross Settlement Amount. Payroll tax withholding and deductions will not be taken from the Attorneys Fee Award or the Cost Award. IRS Forms 1099 will be issued to Class Counsel with respect to the Attorneys Fee Award. In the event the Court does not approve the entirety of the application for the Attorneys Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendant nor the Settlement

Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Class Counsel for the Attorneys Fee Award and/or Cost Award, the difference shall become part of the NSA and be available for distribution to Participating Class Members.

61.3 To the Responsible Tax Authorities. The Settlement Administrator will pay the amount of the Participating Class Members' portion of normal payroll withholding taxes out of each Class Member's Individual Settlement Share. Defendant's portion of payroll taxes as the current or former employer (including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.) will be paid outside of and in addition to the GSA. The Settlement Administrator will calculate the amount of the Participating Class Members' and Defendant's portion of payroll withholding taxes and will forward the amount of the Participating Class Members' portion of normal payroll withholding taxes to the appropriate taxing authorities.

61.4 To the Settlement Administrator. The Settlement Administrator – Apex Class Action LLC – will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court not to exceed \$10,000. This will be paid out of the Gross Settlement Amount. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the NSA and be available for distribution to Participating Class Members.

61.5 To the LWDA and Aggrieved Employees. The Settlement Administrator will pay \$13,000 of the PAGA Payment to the LWDA. This is 65% of the \$20,000 allocated to satisfy the PAGA penalties claim. The remaining 35% of the PAGA Payment (which equates to \$7,000) shall become part of the Net PAGA Settlement Amount payable to Aggrieved Employees.

61.6 To Participating Class Members. The Settlement Administrator will pay Participating Class Members according to the Individual Settlement Share calculations set forth above. All payments to Participating Class Members and Aggrieved Employees shall be made from the Gross Settlement Amount.

51. Appointment of Settlement Administrator. Solely for the purposes of this Settlement, the Parties stipulate and agree that Apex Class Action LLC shall be retained to serve as Settlement Administrator. The Settlement Administrator shall be responsible for preparing, printing, and mailing the Class Notice to

Class Members and Aggrieved Employees; performing skip traces and remailing notices to Class Members and Aggrieved Employees; calling Class Members and Aggrieved Employees with undeliverable notices to obtain accurate addresses; keeping track of any objections or requests for exclusion from Class Members; calculating any and all payroll tax deductions as required by law; calculating each Class Member's and Aggrieved Employee's Individual Settlement Share; providing weekly status reports to Defendant's Counsel and Class Counsel, which is to include updates on any objections or requests for exclusion that have been received; providing a due diligence declaration for submission to the Court prior to the Final Approval hearing; mailing and remailing Individual Settlement Shares to Participating Class Members and Aggrieved Employees; calculating and mailing the LWDA Payment to the LWDA; distributing the Attorneys Fee Award and Cost Award to Class Counsel; printing and providing Participating Class Members, Aggrieved Employees, and Plaintiff with a W-2 and 1099 forms as required under this Agreement and applicable law; providing a due diligence declaration for submission to the Court upon the completion of the Settlement; and for such other tasks as outlined in this Agreement or upon which the Parties mutually agree. The Parties each represent that they do not have any financial interest in Apex Class Action LLC or otherwise have a relationship with Apex Class Action LLC that could create a conflict of interest.

52. Procedure for Approving Settlement.

63.1 Cooperation.

63.1.1 All Parties and their counsel shall support the settlement and take such steps as are reasonably necessary to effectuate the settlement.

63.2 Motion for Preliminary Approval and Conditional Certification.

63.2.1 Plaintiff will move for an order: (1) conditionally certifying the Class for settlement purposes only; (2) granting Preliminary Approval of the Settlement; (3) setting a date for the Final Approval hearing; and (4) approving the Class Notice.

63.2.2 At the same time that Plaintiff files his Motion for Preliminary Approval, Plaintiff shall send a copy of the Settlement Agreement to the LWDA pursuant to the 2016 amendments to PAGA.

63.2.3 At the Preliminary Approval hearing, Class Counsel will appear, support the granting of the motion, and

submit a proposed order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representative, Class Counsel, and Settlement Administrator; approving the Class Notice; and setting the Final Approval hearing.

63.2.4 Effect of Denial of Preliminary Approval. Should the Court decline to conditionally certify the Class or to Preliminarily Approve all material aspects of the Settlement, the Settlement Agreement will be null and void, and the Parties will have no further obligations under it. Provided, however, that the amounts of the Attorneys Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement Payment shall be determined by the Court, and the Court's determination on these amounts shall be final and binding, and that the Court's approval or denial of any amount requested for these items are not conditions of this Settlement Agreement, and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement Agreement. Any order or proceeding relating to an application for the Attorneys Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement Payment shall not operate to terminate or cancel this Settlement Agreement. Nothing in this Agreement shall limit Plaintiff's or Class Counsel's ability to appeal any decision by the Court to award less than the requested Attorneys Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement Payment.

63.3 Notice to Class Members and Aggrieved Employees. After the Court enters its Preliminary Approval Order, every Class Member and Aggrieved Employee will be provided with the Class Notice in accordance with the following procedure:

63.3.1 Delivery of Class and PAGA Data. Within fifteen (15) calendar days after service of the Court's Order granting Preliminary Approval of the Class and PAGA Settlement on Defense Counsel, Defendant shall deliver to the Settlement Administrator an electronic database, which will list the Class and PAGA Data. If any or all of this information is

unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon how to deal with the unavailable information. The Settlement Administrator will use the National Change of Address Database to obtain updated addresses for Class Members. The Class Data and PAGA Data shall be based on Defendant's payroll, personnel, and other business records. The Settlement Administrator shall maintain the Class and PAGA Data and all information contained within the Class and PAGA Data as private and confidential.

63.3.2 Preparation of Class Notices. Based on the information in the Class and PAGA Data and the formulae set forth herein, the Settlement Administrator shall promptly calculate the estimated Individual Settlement Share and Individual PAGA Settlement Share for every Class Member and Aggrieved Employee, to be included in the individualized Class Notices to be sent to that Class Member and/or Aggrieved Employee, and shall prepare and mail a spreadsheet setting forth those calculations to Class Counsel and Defense Counsel no fewer than five (5) days before mailing the Class Notices to Class Members and Aggrieved Employees. The Class Notices will inform each Class Member of his/her right to do nothing, dispute the number of work weeks worked, opt out of the Settlement, or object to the Settlement. It will also inform Class Members that if they first request exclusion from the Settlement and then object, the objections would not be considered valid. In addition, if the Class Members object and then request exclusion from the Class Settlement, the Class Members would be deemed to have waived their objection.

63.3.3 Mailing of Class Notices. Within ten (10) calendar days after receipt of the Class and PAGA Data, the Settlement Administrator will mail via first-class regular U.S. Mail the Class Notice to all identified Class Members and Aggrieved Employees using the mailing address information provided by Defendant and the results of the search of the National Change

of Address Database on all Class Members and Aggrieved Employees.

63.3.4 Returned Notices. If a Class Notice is returned because of an incorrect address, within five (5) calendar days from receipt of the returned notice, the Settlement Administrator will conduct a search for a more current address for the Class Member and re-mail the Class Notice to the Class Member. The Settlement Administrator will use the National Change of Address Database and skip traces to attempt to find the current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Class Notice is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail, performing address searches for all mail returned without a forwarding address, and promptly re-mailing to Class Members for whom new addresses are found.

63.3.5 Weekly Status Reports. The Settlement Administrator shall provide a weekly status report to the Parties. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Notices mailed, the number of Notices returned as undeliverable, the number of Notices re-mailed, and the number of requests for exclusion or objections received.

63.3.6 Settlement Administrator's Declaration. No later than fourteen (14) calendar days after the Response Deadline, or on a date mutually agreed upon by the Parties and the Settlement Administrator, the Settlement Administrator will serve on the Parties a declaration of due diligence setting forth its compliance with its obligations under this Agreement. The declaration from the Settlement Administrator shall also be filed with the Court by Class Counsel at the same time as the final approval motion is filed. Before the Final Approval hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes

occur from the date of the filing of its prior declaration.

63.4 Objections to Settlement. The Class Notice will provide that the Class Members who wish to object to the settlement can do so in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than the Response Deadline or can do so by appearing at the Final Approval Hearing. The timeframe to submit a written objection will not be increased for returned mailings.

63.4.1 Format. Any written Objections shall state: (a) the objecting person's full name, address, and telephone number; (b) the words "Notice of Objection" or "Formal Objection;" (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing.

63.4.2 Notice of Intent to Appear. Objecting Class Members may (though are not required to) appear at the Final Approval Hearing, either in person or through the objector's own counsel. Objecting Class Members are permitted to appear regardless of whether they submitted a written objection.

63.5 Request for Exclusion from the Settlement ("Opt-Out"). The Class Notice will provide that Class Members who wish to exclude themselves from the settlement must mail to the Settlement Administrator a written request for exclusion. The written request for exclusion must: (a) state the Class Member's name, address, telephone number, and the last four digits of the Class Member's social security number or employee identification number; (b) state the Class Member's intention to exclude themselves from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator; (d) be signed by the Class Member or his or her lawful representative; and (e) be postmarked no later than the Response Deadline.

63.5.1 Effect of "Opt-Out." Any Class Member who returns a timely, valid, and executed request for exclusion will not participate in or be bound by the settlement and subsequent judgment and will not receive an Individual Settlement Share or any benefit

of this settlement. If the Class Member is also an Aggrieved Employee as defined in this Agreement, however, he or she will still receive an Individual PAGA Settlement Share payment as approved by the Court. Aggrieved Employees have no right to opt-out of the PAGA Settlement.

63.5.2 Confirmation of Authenticity. If there is a question about the authenticity of a signed request for exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity. Any Class Member who returns a timely, valid, and executed request for exclusion will not participate in or be bound by the Settlement and subsequent judgment and will not receive an Individual Settlement Share. A Class Member who does not complete and mail a timely request for exclusion will automatically be included in the Settlement, will receive an Individual Class Settlement Share, and be bound by all terms and conditions of the Settlement, if the Settlement is approved by the Court, and by the subsequent judgment, regardless of whether he or she has objected to the Settlement.

63.5.3 Report. No later than five (5) business days after the Response Deadline, the Settlement Administrator will provide the Parties with a complete and accurate accounting of the number of Notices mailed to Class Members, the number of Notices returned as undeliverable, the number of Notices re-mailed to Class Members, the number of re-mailed Notices returned as undeliverable, the number of Class Members who objected to the Settlement and copies of their submitted objections, the number of Class Members who returned valid requests for exclusion, and the number of Class Members who returned invalid requests for exclusion.

63.5.4 Defendant's Option to Terminate. Defendant shall retain the right, in the exercise of its sole discretion, to nullify the settlement if ten percent (10%) or more of Class Members make a valid request to be excluded from the class settlement.

63.6 Class Member and Aggrieved Employee Disputes. If a Class Member or Aggrieved Employee who receives a Class Notice wishes to dispute the number of work weeks listed on the Class Notice, the Class Member or Aggrieved Employee may notify the Settlement Administrator by mail or telephone no later than the Response Deadline and should produce any available supporting evidence, such as wage statements, offers of employment, termination letters, and/or other employment records, to the Settlement Administrator. The documentation should provide evidence of the dates the Class Member or Aggrieved Employee contends he or she worked for Defendant during the Class or PAGA Period. The Settlement Administrator shall then provide the documentation provided by the Class Member or Aggrieved Employee to Defendant. Defendant shall review its records, the documentation provided by the Class Member or Aggrieved Employee, and shall provide information to the Settlement Administrator in response to any such disputed claim. Defendant shall respond within seven (7) business days of the Settlement Administrator reaching out to Defendant. Defendant's records shall be presumed to be determinative, but the Settlement Administrator shall evaluate the evidence submitted by the Class Member or Aggrieved Employee and make the decision as to which dates should be applied. The determination by the Settlement Administrator shall be final and binding.

63.7 No Solicitation of Objection or Requests for Exclusion. Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, request exclusion from the settlement, or appeal from the Judgment.

63.8 Motion for Final Approval.

63.8.1 Class Counsel will file unopposed motions and memorandums in support thereof for Final Approval of the settlement and the following payments in accord with the terms of the Settlement: (1) the Attorneys Fee Award; (2) the Cost Award; (3) Administrative Costs; (4) the Class Representative Enhancement Payment; and (5) PAGA Payment. Class Counsel will also move the Court for an order of Final Approval (and associated entry of Judgment) releasing and barring any Released Class and PAGA Claims of the Participating Class Members and LWDA.

63.8.2 Denial or Appeal of Final Approval. If the Court does not grant Final Approval of the settlement, or if the Court's Final Approval of the settlement is reversed or materially modified on appellate review, then this settlement will become null and void. If that occurs, the Parties will have no further obligations under the settlement, including any obligation by Defendant to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Agreement. Further, should this occur, the Parties agree they shall be equally responsible for the Settlement Administrator's Administration Costs through that date. An award by the Court of a lesser amount than sought by Plaintiff and Class Counsel for the Class Representative Enhancement Payment, Attorneys Fee Award, Cost Award, and Administration Costs award will not constitute a material modification to the Settlement within the meaning of this paragraph.

63.8.3 Proposed Order and Judgment. Upon Final Approval of the Settlement, the Parties shall present to the Court a proposed Final Approval Order, approving of the settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters, and (3) addressing such post-judgment matters as may be appropriate under Court rules and applicable law.

63.9 Waiver of Right to Appeal. Provided that the judgment is consistent with the terms and conditions of this Agreement, if Class Members do not timely object to the settlement, then the Parties and their respective counsel waive any and all rights to appeal from the judgment, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceeding, or post-judgment proceeding.

63.10 Vacating, Reversing, or Modifying Judgment on Appeal. If, after a notice of appeal, the reviewing Court vacates, reverses, or modifies the judgment such that there is a material modification to

the Settlement Agreement, and that Court's decision is not completely reversed and the judgment is not fully affirmed on review by a higher Court, then this Settlement will become null and void and the Parties will have no further obligations under it. A material modification would include, but not necessarily be limited to, any alteration of the Gross Settlement Amount, an alteration in the calculation of the Net Settlement Amount, and any change to the calculation of the Individual Settlement Share.

63.11 Disbursement of Settlement Shares and Payments. Subject to the Court finally approving the Settlement, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the Court's Final Approval Order and Judgment. The Settlement Administrator shall keep Defendant's Counsel and Class Counsel apprised of all distributions from the Gross Settlement Amount. The Settlement Administrator shall respond to questions from Defendant's Counsel and Class Counsel. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiff, Class Counsel, or the Settlement Administrator based on the distributions and payments made in accordance with this Agreement.

63.11.1 Funding the Settlement: Defendant shall wire or otherwise provide to the Settlement Administrator the Gross Settlement Amount no later than sixty-five (65) days after the Court grants final approval.

63.11.2 Disbursement: Within ten (10) calendar days after the Defendant provides the GSA to the Settlement Administrator, but in no event earlier than the Effective Final Settlement Date, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Net PAGA Settlement Amount to be Paid to Aggrieved Employees; (3) the Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (4) the Class Representative Enhancement Payment paid to the Class Representative, as approved by the Court; (5) the Administration Costs, as approved by the Court; (6) the LWDA Payment to the LWDA; and (7) Defendant's portion of payroll taxes as the Class Members' current or former employer.

63.11.3 Qualified Settlement Fund or QSF: The Parties agree that the QSF is intended to be a "Qualified

Settlement Fund” under Section 468B of the Code and Treasury Regulations § 1.468B-1, 26 C.F.R. § 1.468B-1 *et seq.*, and will be administered by the Settlement Administrator as such. The Parties and Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.

63.12 Settlement Administrator’s Final Report. Within ten (10) days after the disbursement of all funds, the Settlement Administrator will serve on the Parties a declaration providing a final report on the disbursements of all funds. The Parties shall file this declaration with the Court. The Settlement Administrator will provide any supplemental declaration required by the Court or the Parties.

63.13 Uncashed Checks. Participating Class Members and Aggrieved Employees must cash or deposit their Individual Settlement Share checks within one hundred and eighty (180) calendar days after the checks are mailed to them.

63.13.1 Reminder Postcard. If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the remainder of the 180-day period, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced.

63.13.2 If any checks remain uncashed or not deposited by the expiration of the 180-day period, the Settlement Administrator will, within one hundred eighty-five (185) calendar days after the checks are mailed, cancel the checks. All funds associated with the Individual Settlement Share checks returned as undeliverable and funds associated with those checks remaining un-cashed shall be tendered to Legal Aid at Work. Legal Aid at Work is a nonprofit legal services organization that has been assisting low-income, working families for more than 100 years. Legal Aid at Work’s Wage Protection Program represents low-wage workers who are the victims of wage violations. The wage claims made by Legal

Aid at Work's clients are often the same type of claims made in wage-and-hour class actions brought by workers under the federal Fair Labor Standards Act and under California wage-and-hour laws.

63.14 Defendant's Legal Fees. Defendant is responsible for paying for all of Defendant's own legal fees, costs, and expenses incurred in this action outside of the Gross Settlement Amount.

- 53. Release of Class Claims.** Upon the Court's final approval of the settlement, subject to the Court's continuing jurisdiction to monitor compliance by Defendant with settlement terms, Participating Class Member will release the Released Parties from the Released Class Claims. Participating Class Members agree not to sue or otherwise make a claim against any of the Released Parties for any of the Released Class Claims.
- 54. Release of PAGA Claims.** Upon the Court's final approval of the settlement, subject to the Court's continuing jurisdiction to monitor compliance by Defendant with settlement terms, the LWDA shall release the Released Parties from the Released PAGA Claims. Aggrieved Employees agree not to sue or otherwise make a claim against any of the Released Parties for any of the Released PAGA Claims.
- 55. Plaintiff's Release of Claims and General Release.** As of the Effective Final Settlement Date, and in exchange for the Class Representative Enhancement Payment to Plaintiff in an amount of \$10,000, Plaintiff shall give the following general release of claims for himself and his respective spouse, heirs, successors and assigns, forever release the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature whatsoever, from the beginning of time through the date of his signature on this Agreement, known or unknown, suspected or unsuspected, whether in tort, contract, equity, or otherwise, for violation of any federal, state or local statute, rule, ordinance or regulation, including but not limited to all claims arising out of, based upon, or relating to their employment with Defendant or the remuneration for, or termination of, such employment. Plaintiff's Release of Claims also includes a waiver of California Civil Code section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

This release excludes any release of any claims not permitted to be released by law.

Also, in consideration for providing Defendant with this complete, general release, Defendant agrees to provide a neutral reference (dates of employment and last position held) in response to any inquiries by prospective employers of Plaintiff.

56. Miscellaneous Terms

67.1 No Admission of Liability. Defendant makes no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendant reserves the right to contest any issues relating to class certification and liability if the settlement is not approved. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the action, or that but for the settlement, a Class should be certified in the action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant of liability or wrongdoing. This settlement and Plaintiff's and Defendant's willingness to settle the action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with this settlement).

67.2 No Effect on Employee Benefits. The Class Representative Enhancement Payment and/or Individual Settlement Shares paid to Plaintiff and Participating Class Members and/or Aggrieved Employees shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacation, holiday pay, retirement plans, etc.) of Plaintiff or the Participating Class Members or Aggrieved Employees. The Parties agree that any Class Representative Enhancement Payment and/or Individual Settlement Share paid to Plaintiff or the Participating Class Members and/or Aggrieved Employees under the terms of this Agreement do not represent any modification of Plaintiff's or Participating Class Members' and/or Aggrieved Employees' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendant. Further, any Class Representative Enhancement Payment shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendant.

- 67.3 Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
- 67.4 Authorization to Enter Into Settlement Agreement.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.
- 67.5 Exhibits and Headings.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.
- 67.6 Interim Stay of Proceedings.** The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the settlement, pending the Final Approval hearing to be conducted by the Court.
- 67.7 Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest.

- 67.8 Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.
- 67.9 No Prior Assignment.** Plaintiff hereby represents, covenants, and warrants that she has not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.
- 67.10 Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
- 67.11 Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
- 67.12 No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Class Members and Aggrieved Employees will assume any such tax obligations or consequences that may arise from this Agreement, and that Class Members and Aggrieved Employees shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Class Member or Aggrieved Employee, such Class Member assumes all responsibility for the payment of such taxes.
- 67.13 Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.
- 67.14 Invalidity of Any Provision; Severability.** Before declaring any provision of this Agreement invalid, the Parties request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define

all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

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

67.16 Execution in Counterpart. This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

III. EXECUTION BY PARTIES

The Parties execute this Agreement.

DATED: 8/19/2026

PLAINTIFF

Signed by:


Shane Huber

**LIFE CHIROPRACTIC
COLLEGE WEST, INC.**

DATED: _____

Dr. Peter Kevorkian
President

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected by whether you act or don’t act.*

To: All current and former hourly-paid non-exempt employees of Life Chiropractic College West, Inc. (“Defendant”) who worked for Defendant within the State of California at any time November 20, 2020, through January 17, 2026.

The California Superior Court, County of Alameda has granted preliminary approval to a proposed settlement (“Settlement”) of the above-captioned actions (“Action”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement (“Notice”) carefully.

The purpose of this Notice is to provide a brief description of the claims alleged in the Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

The proposed Settlement has two main parts: (1) a class settlement requiring Defendant to fund Individual Class Settlement Shares, and (2) a PAGA settlement requiring Defendant to fund Individual PAGA Settlement Shares and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Settlement Share is estimated to be \$INSERT (less withholding) and your Individual PAGA Settlement Share is estimated to be \$INSERT**. The actual amount you may receive likely will be different and will depend on a number of factors. If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work any pay periods during the PAGA Period.

The above estimates are based on Defendant’s records showing that **you worked INSERT workweeks** during the Class Period (November 20, 2020, to January 17, 2026) and **you worked INSERT pay periods** during the PAGA Period (November 20, 2023, to January 17, 2026). If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 10 of this Notice.

WHAT INFORMATION IS IN THIS NOTICE

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1. Why Have I Received This Notice?

Life Chiropractic College West, Inc.’s (hereinafter referred to as “Defendant”) records indicate that you may be a Class Member. The settlement will resolve all Class Members’ Released Claims, as described in Section No. 9 below, from November 20, 2020, to January 17, 2026 (the “Class Period”).

A Preliminary Approval Hearing was held on **September 29, 2026**, in the California Superior Court, County of Alameda. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on **[the date of final approval hearing]**, 2027, at **[time a.m./p.m.]**, before Judge Somnath Raj Chatterjee, located at 1221 Oak Street, Oakland, CA 94612, Department 21.

2. What Is This Case About?

A class action complaint against Defendant was filed in the Alameda County Superior Court on November 20, 2024 (Case No. 24CV100293). The complaint alleged the following causes of action against Defendant: (1) failure to pay all straight time wages; (2) failure to pay all overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) knowing and intentional failure to comply with itemized employee wage statement provisions; (6) failure to reimburse/illegal deductions; (7) failure to pay all wages at the time of termination of employment; and (8) violation of Unfair Competition Law, on behalf of non-exempt, hourly employees.

A PAGA representative action complaint was filed against Defendant in the Alameda County Superior Court on January 27, 2025 (Case No. 25CV108800). The complaint sought civil penalties under the PAGA in relation to the following alleged violations suffered by allegedly similar aggrieved employees: (1) failure to pay all straight time wages; (2) failure to pay all overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to pay all wages at the time of termination of employment; (6) knowing and intentional failure to comply with itemized employee wage statement provisions; and (7) failure to reimburse business expenses incurred in discharging duties.

The two cases (Case No. 24CV100293 and 25CV108800) have been consolidated, with Case No. 24CV100293 serving as the lead case.

The Court has not made any determination as to whether the claims advanced by the Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant. Defendant expressly denies that it did anything wrong or that it violated the law and further deny any liability whatsoever to Plaintiffs or to the Class. Defendant maintains that it complied with all governing laws at all times. Both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

3. *Am I A Class Member? Am I An Aggrieved Employee?*

You are a Class Member if you worked for Defendant in California as an hourly-paid non-exempt at any time from November 20, 2020, to January 17, 2026.

If you worked for Defendant in California as an hourly-paid non-exempt at any time from November 20, 2023, through January 17, 2026, you are also an “Aggrieved Employee” under the settlement.

4. *How Does This Class Action Settlement Work?*

Plaintiff Shane Huber brought this action behalf of himself and all other similarly situated individuals who worked for Defendant as a non-exempt, hourly employee in California at any time during the Class Period. Plaintiff and these other individuals comprise a “Class” and are “Class Members.” The settlement of this Action resolves the Released Claims of all Class Members, as defined in the Settlement Agreement and Final Judgment, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the settlement is fair and reasonable. The Court must also review the terms of the settlement and determine if it is fair and reasonable to the Class. The Court file has the settlement documents, which explain the settlement in greater detail. The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court’s website, known as “eCourt Public Portal,” at <https://eportal.alameda.courts.ca.gov>

After arriving at the website, click the “Search” tab at the top of the page, then select the Document Downloads link, enter the case number and click “Submit.” Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

5. *Who Are the Attorneys Representing the Parties?*

Attorneys for Plaintiffs and the Class	Attorneys for Defendant
MARA LAW FIRM, PC David Mara dmara@maralawfirm.com Jill Vecchi jvecchi@maralawfirm.com 3160 Camino Del Rio South, Suite 207 San Diego, California 92108 Telephone: (619) 234-2833	O’HAGAN MEYER LLP Vincent R. Fisher Joty K. Jhaaj One Embarcadero Center, Suite 2100 San Francisco, California 94111 Telephone: (415) 578-6900

The Court has decided that Mara Law Firm, PC, and Lawyers for Employee and Consumer Rights are qualified to represent you and all other Class Members simultaneously.

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

6. *What Are My Options?*

The purpose of this Notice is to inform you of the proposed settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: *Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.*

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and may receive a payment from the Settlement. You will be bound to the release of the Released Class Claims as defined in the Settlement Agreement and the Final Judgment. You will also give up your right to pursue the Released Class Claims as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Class Action. If the Court grants final approval of the Settlement, you will not receive a Settlement payment and you will not give up the right to sue Defendant and the Released Parties for the Released Class Claims. If you are an Aggrieved Employee, you will receive a portion of the PAGA, even if you opt-out of the settlement.
- **OBJECT:** You may assert a legal objection to the proposed settlement. If you would like to object, you may not opt out of this case.

7. *How Do I Opt Out Or Exclude Myself From This Settlement?*

If you do not want to take part in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator. The written request for exclusion must: (a) state your name, address, telephone number, and social security number or employee identification number; (b) state your intention to exclude yourself from or opt-out of the Settlement; (c) be addressed to the Settlement Administrator at [address]; (d) be signed by you or your lawful representative; and (e) be postmarked no later than [the Response Deadline].

If the Court approves the Settlement at the Final Approval Hearing, the Court will enter a Judgment. If you do not request exclusion from the Settlement, the Judgment will bind you to the terms of the Settlement. If you are an Aggrieved Employee, you will receive a portion of the PAGA Payment, even if you opt-out of the settlement.

8. *How Do I Object To The Settlement?*

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by submitting your objection in writing, signed, dated, and mailed to the Settlement Administrator postmarked no later than [the Response Deadline]. The objection must state: (a) the case name; (b) your full name, address, and telephone number; (c) the words “Notice of Objection” or “Formal Objection;” (d) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (e) list identifying witness(es) the objector may call to testify at the Final Approval hearing; and (f) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing. The objection will not be valid if it objects only to the appropriateness of the action or its merits.

Class Members may appear at the Final Approval Hearing, either in person or through the objector's own counsel. If the Court rejects the objection, he/she will receive an Individual Settlement Share payment and will be bound by the terms of the Settlement.

9. *How Does This Settlement Affect My Rights? What are the Released Claims?*

If the proposed settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court's Final Judgment and will release Defendant and the Released Parties¹ from the Released Class Claims which are any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties of any kind, liabilities, expenses, and losses including but not limited to the causes of action described in Plaintiff's pleadings, any violation of any other statute, ordinance, rule, or regulation, whether federal, state, or administrative, or any other causes of action that any Class Member has or might have, in law or in equity, of any kind whatsoever, arising at any time during the Class Period that was alleged or that could have reasonably been alleged based on the factual allegations in Plaintiff's pleadings, along with all related claims and all associated penalties.

Additionally, the LWDA will be bound by the Final Judgment and will release the Released Parties from the Released PAGA Claims. The Released PAGA Claims are any and all claims for civil penalties under the PAGA that were or could have been reasonably alleged based on the facts pleaded in the PAGA Notice during the PAGA Period. This release is made solely by the LWDA through its proxy, Plaintiff Shane Huber, and is limited to civil penalties recoverable under Labor Code section 2699.

10. *How Much Can I Expect to Receive From This Settlement?*

The total maximum amount that Defendant could be required to pay under this Agreement shall be up to but no more than \$325,000 ("Gross Settlement Amount" or "GSA").

A. Deductions from the Settlement

The "Net Settlement Amount" or "NSA" means the portion of the Gross Settlement Amount, available for distribution to Class Members after the deduction of (1) the Class Representative Enhance Payment to the named Plaintiff in an amount up to \$10,000, for prosecution of the Action, risks undertaken for the payment of attorneys' fees and costs, and a general release of all claims; (2) the Settlement Administration Costs to the Settlement Administrator in an amount estimated not to exceed \$10,000; (3) a payment of \$20,000 allocated to the PAGA claims; and (4) payment to Class Counsel in an amount not to exceed \$108,333.33 (one-third of the Gross Settlement Amount) for attorneys' fees and an amount not to exceed \$30,000 for litigation costs. All of these payments are subject to court approval.

B. How Class Member Settlement Payments are Calculated

After deducting the above-referenced items, the remaining Net Settlement Amount, will be proportionately distributed amongst all Class Members who have not opted out. The formula for distribution to Participating Class Members is calculated as follows: Defendant shall provide the Settlement Administrator with the total number of

¹ "Released Parties" means Life Chiropractic College West, Inc., any potential "joint employer," and any and all of Defendant's affiliated companies and its respective parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors, employees, or other person acting on Defendant's behalf) predecessors, successors, and assigns.

work weeks worked by all Class Members during the Class Period; the Settlement Administrator shall then divide the Net Payment by the total number of work weeks resulting in a value for each work week attributable to Class Members (“Work Week Value”); the Settlement Administrator shall then take the number of work weeks worked by each Class Member and multiply it by the Work Week Value. Every Participating Class Member will be credited with at least one workweek.

C. How Aggrieved Employee Settlement Payments are Calculated

If you are an Aggrieved Employee under the settlement, you will also receive a portion of the PAGA Payment. Pursuant to PAGA, the LWDA will receive a payment of \$13,000 (65% of the \$20,000 total PAGA Payment). The remaining \$7,000 is the “Net PAGA Settlement Amount” or “NPSA” and will be proportionately distributed amongst all Aggrieved Employees. Aggrieved Employees will receive a pro-rated share of the Net Settlement Amount, less applicable withholdings, based on the number of pay periods they worked in California while employed by Defendant during the PAGA Period. The formula for distribution to Aggrieved Employees shall be calculated as follows: Defendant shall provide the Settlement Administrator with the total number of pay periods worked by all Aggrieved Employees during the PAGA Period; the Settlement Administrator shall then divide the Net PAGA Settlement Amount by the total number of pay periods resulting in a value for each pay period attributable to Aggrieved Employees (“Pay Period Value”); the Settlement Administrator shall then take the number of pay periods worked by each Aggrieved Employee and multiply it by the Pay Period Value. Every Alleged Aggrieved Employee will be credited with at least one pay period.

D. Your Estimated Settlement Payment

Although your exact share of the Net Settlement Amount as a Class Member cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$ [redacted], less taxes. This is based on the Class Data which shows you worked [redacted] workweeks during the Class Period.

If you are also an Aggrieved Employee, you will receive a share of the Net PAGA Settlement Amount. Based upon the calculation above, your approximate share of the Net PAGA Settlement Amount, is as follows: \$ [redacted]. This is based on the PAGA Data which shows you worked [redacted] pay periods during the PAGA Period.

E. Tax Treatment of Your Settlement Payments

Twenty percent (20%) of each Individual Class Settlement Share is intended to settle each Class Member’s claims for unpaid wages (the “Wage Portion”). The Wage Portion will be reduced by applicable payroll tax withholdings and deductions. Defendant’s share of legally required payroll taxes for the Wage Portion will be calculated by the Settlement Administrator and paid by Defendants separately from the GSA. The Settlement Administrator will issue an IRS Form W-2 to each Participating Class Member with respect to the Wage Portion of his/her Individual Class Settlement Share.

Eighty percent (80%) of the Individual Class Settlement Share is intended to settle each Class Member’s claims for interest and penalties/other payments. The Non-Wage Portion will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Participating Class Member an IRS Form 1099 with respect to the Non-Wage Portion of his/her Individual Class Settlement Share.

If you are an Aggrieved Employee, your Individual PAGA Settlement Share will be apportioned as 100% penalties. This will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Aggrieved Employee an IRS Form 1099 with respect to his/her Individual PAGA Settlement Share.

F. When Will You Receive Your Settlement Check?

If you do not request to be excluded from the settlement, you should receive your settlement check approximately three months after the settlement becomes final. The settlement becomes final when the settlement can no longer be appealed, or, if there are no objectors at the time the Court grants final approval of the settlement, the date the Court enters judgment granting final approval of the settlement. As such, if there are no objections to the settlement, you should receive your settlement check approximately three months after the date of the Final Fairness Hearing, listed in Section 1 of this notice.

If you move after receiving this notice, please contact the Settlement Administrator to update your address. You can contact the Settlement Administrator by calling [INSERT]. You may also update your contact information by calling Class Counsel listed in Section 5 of this notice. Please refer to the *Life Chiropractic* settlement when calling the Settlement Administrator or Class Counsel.

G. What Happens If You Don't Cash Your Check?

It is strongly recommended that upon receipt of your settlement check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period, the Settlement Administrator will pay over the amount represented by the check to Legal Aid at Work.

11. How Will the Attorneys for the Class and the Class Representatives Be Paid?

The attorneys for Plaintiff and the Class will be paid from the Gross Settlement Amount. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed one-third of the Gross Settlement Amount (\$108,333.33) for attorney fees and \$30,000 for litigation costs.

Defendant has paid all of their own attorneys' fees and costs.

Plaintiff will also be paid, subject to Court approval, an amount not to exceed \$10,000 as an enhancement for the initiation of and prosecution of this case, the risks undertaken for the payment of costs in the event this case had been lost, and a general release of all claims.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. You can also obtain documents related to this case and this settlement by visiting [administrator website], a website maintained by the Settlement Administrator. Please refer to the Life Chiropractic Class Action Settlement.

This Notice does not contain all of the terms of the proposed settlement or all of the details of these proceedings. For more detailed information, the pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://portal.alameda.courts.ca.gov>

After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings. You may also contact Plaintiff's counsel, whose contact information is above, and they will provide you with a copy of the settlement documents or case documents free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

Exhibit 2