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Attorneys for SHANE HUBER, on behalf of himself,
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.

**PLAINTIFF SHANE HUBER'S PRIVATE
ATTORNEYS GENERAL ACT OF 2004 ("PAGA")
COMPLAINT FILED PURSUANT TO
CALIFORNIA LABOR CODE § 2698, ET. SEQ.**

- 1. Violation of the PAGA for Failure to Pay Straight Time Wages;**
- 2. Violation of the PAGA for Failure to Pay All Overtime Wages;**
- 3. Violation of PAGA for Failure to Provide Meal Periods;**
- 4. Violation of PAGA for Failure to Provide Rest Periods;**
- 5. Violation of PAGA for Failure to Pay Wages Due at Termination of Employment;**
- 6. Violation of PAGA for Knowing and Intentional Failure to Comply with Itemized Employee Wage Statements; and**
- 7. Violation of PAGA for Failure to Reimburse Business Expenses Incurred in Discharging Duties.**

DEMAND FOR JURY TRIAL

1 Plaintiff SHANE HUBER (hereinafter referred to as “Plaintiff”), on behalf himself and all
2 other non-exempt, hourly employees who worked for Defendant LIFE CHIROPRACTIC COLLEGE
3 WEST INCORPORATED (hereinafter referred to as “Defendant” or “LIFE CHIROPRACTIC”)
4 and/or DOES in California (hereinafter referred to as the “Aggrieved Employees”), files this
5 Complaint against Defendant and/or DOES 1-100.

6 **I. INTRODUCTION**

7 1. This is a representative action seeking recovery of penalties under the California Labor Code
8 Private Attorneys General Act of 2004 (“PAGA”), California Labor Code Sections 2698 et.
9 seq., against Defendant and/or DOES 1-100. The PAGA permits an “aggrieved employee” to
10 bring a lawsuit on behalf of himself and other current and former employees to address an
11 employer’s violations of the *California Labor Code*.

12 2. LIFE CHIROPRACTIC is a private chiropractic school in Hayward, California.

13 3. LIFE CHIROPRACTIC is a California corporation.

14 4. At all times mentioned herein, Defendant and/or DOES have conducted business in Alameda
15 County and elsewhere within California.

16 5. At all times mentioned herein, Defendant and/or DOES, within the State of California, have,
17 among other things, employed current and former hourly, non-exempt employees in California.

18 6. Defendant and/or DOES have maintained uniform policies that violate the wage and hour
19 rights of Plaintiff and similarly situated non-exempt, hourly employees in the manner
20 complained of herein.

21 7. This action is brought on behalf of Plaintiff and all other Aggrieved Employees of Defendant
22 and/or DOES who: worked a shift of at least five (5) hours without receiving a meal period;
23 worked four (4) hours, or a major fraction thereof, without receiving a ten (10) minute net rest
24 break; were not provided accurate itemized wage statements; were not paid compensation for
25 all time worked at the straight or overtime rate; were not paid waiting time penalties; and were
26 not reimbursed for business expenses. Plaintiff seeks penalties on behalf of himself and all
27 other Aggrieved Employees of Defendant and/or DOES as provided herein. This Complaint
28 also seeks attorneys’ fees and costs under the PAGA, *California Labor Code* section

2699(g)(1).

8. At all times mentioned herein, Plaintiff and the other Aggrieved Employees were not classified as “exempt” or primarily employed in an executive, professional, or administrative capacity. Thus, under California law, Plaintiff and the Aggrieved Employees should be: paid compensation for all time worked at the regular or overtime rate; provided meal periods; authorized and permitted to take rest periods; paid one hour of premium pay for all unprovided meal periods; paid one hour of premium pay for all rest periods that were not authorized and/or permitted; paid penalties for not being provided itemized wage statements; paid compensation for all time worked at the regular or overtime rate; paid penalties for not being paid timely at the time of termination; and reimbursed for business expenses.

9. At all times mentioned herein, Defendant and/or DOES control the working conditions of Plaintiff and the Aggrieved Employees including, but not limited to, having the authority to hire and fire Plaintiff and the Aggrieved Employees, setting the wages of Plaintiff and the Aggrieved Employees, and instructing Plaintiff and the Aggrieved Employees when and/or where to work. In addition, Defendant and/or DOES developed, wrote, dictated, approved and/or authorized wage and hour policies and/or practices that Plaintiff and the Aggrieved Employees labored under. These policies and/or practices included, but were not limited to, policies and/or practices regarding meal periods, straight-time, rest periods, wage statements, paying compensation at time of termination, and timing of payment. Further, Defendant and/or DOES had the ability to prevent Plaintiff and the Aggrieved Employees from working.

II. JURISDICTION AND VENUE

10. Plaintiff is an individual residing in California. At all times relevant to this action, Plaintiff was employed by Defendant and/or DOES in California. Plaintiff, and each of the Aggrieved Employees, were employees of Defendant and/or DOES, and/or its operating divisions and subsidiaries, within the State of California. Plaintiff and each of the Aggrieved Employees were subject to the unlawful policies beginning one (1) year prior to the date Plaintiff sent Notice to the State of California Labor and Workforce Development Agency (LWDA).

11. Venue as to each Defendant and/or DOE is proper in this judicial district. Each Defendant

- and/or DOE operate industrial facilities, employ hourly employees, conduct business, and commit *California Labor Code* violations within Alameda County and California. Each Defendant and/or DOE is within the jurisdiction of this Court for service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and the other aggrieved employees situated within the State of California and within Alameda County. Defendant and/or DOES employ numerous aggrieved employees in California and/or Alameda County.
12. Plaintiff brings this action on behalf of himself and the Aggrieved Employees of Defendant and/or DOES pursuant to the PAGA. Plaintiff, as personal representatives of the general public, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the one (1) year period before Plaintiff filed Notice with the LWDA of his intent to bring this action, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA, with at least seventy-five (75) percent of the penalties recovered being reimbursed to the State of California and the LWDA.
13. There is no federal question at issue as the issues herein are based solely upon California statutes and law, including the *California Labor Code*, IWC Wage Orders, *Code of Civil Procedure*, and *Civil Code*.
14. The California Superior Court also has jurisdiction in this matter because the penalties sought exceed the minimum jurisdictional limits of the Superior Court and will be established at trial, according to proof. Defendant and/or DOES either own, maintain offices, transact business, have an agent or agents, and/or otherwise are found within the County of Alameda, California.

III. THE PARTIES

A. Plaintiff

15. Throughout the relevant time period, Plaintiff is and was a resident of California. During the relevant time period, Plaintiff was employed by Defendant and/or DOES in California and performed work in Alameda County. Plaintiff was employed by Defendant and/or DOES until on or about December 7, 2023.
16. Plaintiff and the Aggrieved Employees were and are employed in the State of California by

the Defendant and/or DOES as non-exempt, hourly employees.

17. A notice correspondence showing compliance with *Labor Code* Section 2699.3 was sent to the LWDA and Defendant on November 20, 2024. This notice demonstrates that Plaintiff is an aggrieved employee and has standing to bring a representative action on behalf of the LWDA and as a private attorney general. The violations alleged in this notice also forms the basis for the allegations herein. No notice of cure by Defendant and/or DOES was provided and no notice of investigation was received from the LWDA in the statutorily proscribed sixty-five (65) day period since the mailing of the notices of the action. Accordingly, Plaintiff files this action as a “Representative Action” as authorized by *Labor Code* section 2699.3(a)(2)(C).

B. Defendants

18. LIFE CHIROPRACTIC is a private chiropractic school in Hayward, California.
19. LIFE CHIROPRACTIC has a strong foothold in Southern California, including the County of Alameda.
20. LIFE CHIROPRACTIC and/or DOES have, among other things, employed current and former hourly, non-exempt employees in California.
21. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in the conduct alleged, of the Defendants sued as DOES 1 through 100, inclusive, but on information and belief alleges that said Defendants are now, and/or at all times mentioned in this Complaint were doing business in the State of California and/or throughout the United States. Plaintiff is informed and believes that each of the Defendants designated as a DOE is legally responsible in some manner for the unlawful acts alleged. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE Defendants when ascertained.
22. Plaintiff is informed and believes each Defendant acted, in whole or in part, in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants as each Defendant has ratified, approved, and/or authorized the acts of each of the remaining Defendants.
23. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 100 are partners,

agents, owners, and/or shareholders of Defendants and/or DOES and were acting on behalf of Defendants and/or DOES at all times.

IV. GENERAL ALLEGATIONS

24. During all, or a portion, of the one (1) year period before Plaintiff filed notice of his claims with the LWDA, Plaintiff and each of the Aggrieved Employees were employed by Defendant and/or DOES in the State of California. Plaintiff and the Aggrieved Employees are composed of all current and former non-exempt, hourly employees of Defendant and/or DOES, or any of its operating divisions and/or subsidiaries, who worked for Defendant and/or DOES in California.

25. At all times mentioned herein, Defendant and/or DOES have not paid Plaintiff and the Aggrieved Employees for all time they were performing work and/or are subject to Defendant's and/or DOES' control.

26. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that Plaintiff and the Aggrieved Employees were entitled to be provided legally compliant meal periods in a timely manner or payment of one (1) hour of pay as additional compensation at Plaintiff's and the aggrieved employees' regular rate of pay when they did not receive a timely, uninterrupted meal period.

27. At all times mentioned herein, Defendant and/or DOES have had a consistent policy of requiring hourly, non-exempt employees within the State of California, including Plaintiff, to work through meal periods and work at least five (5) hours without a full thirty (30) meal period and failing to pay such employees one (1) hour of pay at the employees' regular rate of compensation for each workday that the meal period is not provided, or other compensation, as required by California's state wage and hour laws.

28. At all times mentioned herein, Defendant and/or DOES fail to provide employees with meal periods within the first five (5) continuous hours of work.

29. By failing to provide a duty-free meal period of not less than thirty (30) minutes for every shift of at least five (5) hours worked per day by Plaintiff and all Aggrieved Employees, and by failing to provide compensation for these unprovided meal periods, Defendant and/or DOES

- willfully violate the provisions of *California Labor Code* section 226.7, IWC Wage Order No. 4-2001, and California Code of Regulations, Section 11040(11). In addition, Defendant and/or DOES fail to provide Plaintiff and the Aggrieved Employees with another duty-free meal period of not less than thirty (30) minutes for every shift of more than ten (10) hours per day.
30. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that Plaintiff and the Aggrieved Employees were entitled to be authorized and/or permitted to take legally compliant rest periods in a timely manner or payment of one (1) hour of pay as additional compensation at Plaintiff's and the Aggrieved Employees' regular rate of pay when they were not authorized and/or permitted to take a legally compliant rest period.
31. At all times mentioned herein, Defendant and/or DOES have had a consistent policy and/or practice of requiring hourly non-exempt employees within the State of California, including Plaintiff, to work for over four (4) hours, or a major fraction thereof, without a net ten (10) minute rest period, and failing to pay such employees one (1) hour of pay at the employees' regular rate of compensation for each workday that the rest period is not provide, or other compensation, as required by California's state wage and hour laws.
32. At all times mentioned herein, , Defendant and/or DOES fail to provide Plaintiff and the Aggrieved Employees with rest periods for every four (4) hours, or a major fraction thereof, worked.
33. By failing to provide paid ten (10) minute rest periods for every four (4) hours or major fraction thereof, worked per day by Plaintiff and all Aggrieved Employees and by failing to provide compensation for these periods, Defendant and/or DOES willfully violate the provisions of *California Labor Code* section 226.7, IWC Wage Order No. 4-2001, and California Code of Regulations, Section 11040(12).
34. At all times mentioned herein, Defendants and/or DOES and/or their officers and/or managing agents have had a consistent policy and/or practice of failing to reimburse Plaintiff and hourly, non-exempt employees for business expenses incurred in the discharge of their duties. *California Labor Code* section 2802(a) entitles Defendant and/or DOES to reimbursement for said necessary expenditures, plus interest and expenses.

- 1 35. At all times mentioned herein, Defendant and/or DOES failed to pay all wages owed to Plaintiff
2 and to other terminated or resigned Aggrieved Employees and failed to timely pay wages
3 during employment.
- 4 36. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that
5 Plaintiff and the Aggrieved Employees were entitled to receive complete and accurate pay
6 statements in accordance with California law.
- 7 37. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that
8 they were not providing complete and accurate pay statements in accordance with California
9 law to Plaintiff and the Aggrieved Employees.
- 10 38. At all times mentioned herein, Defendant and/or DOES knowingly and intentionally did not
11 itemize the total hours worked on hourly non-exempt employees', including Plaintiff's, wage
12 statements.
- 13 39. At all times mentioned herein, Defendant and/or DOES knowingly and intentionally did not
14 include meal and rest period premiums owed to Plaintiff and the Aggrieved Employees for
15 unlawfully provided meal and rest periods on employees' wage statements.
- 16 40. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that
17 they had a duty to compensate Plaintiff and the Aggrieved Employees in accordance with
18 California law, and that Defendant and DOES had the ability to pay such compensation, but
19 willfully and intentionally failed to do so, and Defendant and DOES falsely represented to
20 Plaintiff and the Aggrieved Employees that they were properly compensating Plaintiff and the
21 Aggrieved Employees.
- 22 41. At all times mentioned herein, Defendant and/or DOES fail to comply with IWC Wage Order
23 4-2001(7) by failing to maintain accurate time records showing hourly compensation, when
24 the employee begins and ends each workday, when meal periods are taken, and total daily
25 hours worked by itemizing in wage statements and accurately reporting total hours worked by
26 Plaintiff and the Aggrieved Employees.
- 27 42. At all times mentioned herein, Defendant's and/or DOES' failure to retain accurate records of
28 total hours worked and meal periods taken by Plaintiff and the Aggrieved Employees was

willful and deliberate, was a continuous breach of Defendant's and/or DOES' duty owed to Plaintiff and the Aggrieved Employees.

43. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that Plaintiff and the Aggrieved Employees were entitled to timely wages at the time of termination. Defendant and/or DOES did not pay all timely wages owed, straight-time wages owed, meal period premiums, and/or rest period premiums owed at the time of termination.

44. At all times mentioned herein, Defendant and/or DOES fail to pay Plaintiff and the Aggrieved Employees a sum certain at the time of termination or within seventy-two (72) hours of their resignation and have failed to pay those sums for thirty (30) days thereafter.

45. Plaintiff brings this action on behalf of himself and all Aggrieved Employees defined as all Defendant's non-exempt, hourly employees who worked for Defendant and/or DOES in California beginning one year prior to the date Plaintiff sent notice to the LWDA.

46. Plaintiff reserves the right to amend or modify the definition of Aggrieved Employees with respect to the issues or in any other way.

FIRST CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the PAGA for Failure to Pay Straight Time Wages (California Labor Code §2698 et. seq.).

47. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

48. Defendant and/or DOES have had a continuous policy of not paying Plaintiff and the Aggrieved Employees for all hours worked.

49. It is fundamental that an employer must pay its employees for the time worked. *California Labor Code* section 222 prohibits the withholding on part of a wage. *California Labor Code* section 223 prohibits the payment of less than a statutory or contractual wage scale. *California Labor Code* sections 1194-1197.1 prohibit the payment of less than the minimum wage. *California Labor Code* section 224 only permits deductions from wages when the employer is required or empowered to do so by state or federal law or when the deduction is expressly authorized in writing by the employee for specified purposes that do not in effect reduce the agreed upon wage.

- 1 50. Section 1197.1 of the *California Labor Code* states “[a]ny employer or other person acting
2 individually as an officer, agent, or employee of another person, who pays or causes to be paid
3 to any employee a wage less than the minimum fixed by an applicable state or local law, or by
4 an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
5 damages payable to the employee, and any applicable penalties pursuant to Section 203.”
- 6 51. Plaintiff and those similarly situated Aggrieved Employees were employed by Defendant
7 and/or DOES at all relevant times. Defendant and/or DOES were required to compensate
8 Plaintiff for all hours worked and were prohibited from making deductions that had the effect
9 of reducing the agreed upon wage.
- 10 52. Defendant and/or DOES have a continuous policy of not paying Plaintiff and those similarly
11 situated Aggrieved Employees for all hours worked. Specifically, Defendant and/or DOES
12 have not paid for all the time Plaintiff and the Aggrieved Employees worked throughout the
13 day, including, but not limited to rounding, before “shifts” start, after “shifts” end, after hours
14 work, “on-call” work, during meal periods, and/or any other time in the day during which
15 employees were subject to the control of Defendant and/or DOES and/or performing work
16 tasks or otherwise had work duties during periods of time for which Defendant and/or DOES
17 are not paying them. Defendant’s and/or DOES’ failure to pay for all hours worked while under
18 Defendant’s and/or DOES’ control and/or while suffered or permitted to work has resulted in
19 Plaintiff and Aggrieved Employees being deprived of straight time wages.
- 20 53. LIFE CHIROPRACTIC and/or DOES would call Plaintiff and the Aggrieved Employees
21 outside of work hours to perform work related duties, such as going in and checking the
22 building. This would occur multiple times a month. Plaintiff and the Aggrieved Employees
23 were not paid for this time.
- 24 54. In addition, Defendant and/or DOES have a continuous and consistent policy of failing to pay
25 full wages to Plaintiff and the Aggrieved Employees by deducting a portion of the wages
26 earned by Plaintiff and the Aggrieved Employees when they worked through their meal
27 periods, are not relieved of all work duties during their meal periods and/or when Defendant
28 recorded a meal period for Plaintiff and the Aggrieved Employees when no meal period was

- 1 taken.
- 2 55. Defendant and/or DOES have a continuous and consistent policy of clocking-out Plaintiff and
3 those similarly situated for a thirty (30) minute meal period and/or otherwise recording a meal
4 period, even though Plaintiff and the Aggrieved Employees work through their meal periods
5 and/or were subject to Defendant's control during meal periods. Thus, Defendant and/or DOES
6 do not pay Plaintiff and the Aggrieved Employees for all time worked each and every day they
7 work without a meal period and have time deducted.
- 8 56. Failing to pay for all hours worked while under Defendant's and/or DOES' control and/or
9 while suffered or permitted to work has resulted in Plaintiff and the Aggrieved Employees
10 being deprived of straight time wages.
- 11 57. Plaintiff and the Aggrieved Employees have suffered, and continue to suffer, substantial
12 unpaid wages, and lost interest on such wages, and expenses.
- 13 58. Plaintiff and the Aggrieved Employees were employed by Defendant and/or DOES at all
14 relevant times. Defendant and/or DOES were required to compensate Plaintiff and the
15 Aggrieved Employees for all hours worked and were prohibited from making deductions that
16 had the effect of reducing the agreed upon wage.
- 17 59. Defendant and/or DOES commit the acts alleged herein knowingly and willfully, with the
18 wrongful and deliberate intention of injuring Plaintiff and the Aggrieved Employees.
19 Defendant and/or DOES act with malice or in conscious disregard of Plaintiff's and the
20 Aggrieved Employees' rights.
- 21 60. These claims are on behalf of all non-exempt, hourly employees who worked for Defendant
22 and/or DOES in California.
- 23 61. Plaintiff, as a former "non-exempt" employee of Defendant and/or DOES who Defendant
24 and/or DOES fail to pay all wages, is an aggrieved employee with standing to bring an action
25 under the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general
26 public to enforce California's labor laws, and the penalty provisions identified in *California*
27 *Labor Code* section 2699.5.
- 28 62. Plaintiff, as a representative of the people of the State of California, seeks any and all penalties

otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement (“DLSE”). This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 510, 1194, 1197, and 1199.

63. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

64. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

SECOND CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the PAGA for Failure to Pay All Overtime Wages Owed

65. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

66. *California Labor Code* section 510 states that eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.

67. *California Labor Code* section 510 dictates that any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

1 68. Defendant and/or DOES fail to pay overtime when employees worked over eight (8) hours per
2 day and when employees worked over forty (40) hours per week. Defendant and/or DOES fail
3 to pay Plaintiff and the Aggrieved Employees for all hours worked, including hours worked
4 over eight (8) hours in a day and forty (40) hours in a week.

5 69. Plaintiff and the Aggrieved Employees were deprived of wages for all overtime hours worked
6 because Defendant and/or DOES fail to pay them overtime wages for all overtime hours
7 worked. This resulted in Plaintiff and the Aggrieved Employees not being paid all overtime
8 wages owed to them.

9 70. Defendant and/or DOES have a continuous policy of not paying Plaintiff and those similarly
10 situated Aggrieved Employees for all overtime hours worked. Defendant and/or DOES have
11 not paid for all the time Plaintiff and Aggrieved Employees worked throughout the day,
12 including, but not limited to rounding, before “shifts” start, after “shifts” end, after hours work,
13 “on-call” work, during meal periods, and/or any other time in the day when the employees
14 were performing work tasks, subject to the control of Defendant and/or DOES and/or otherwise
15 had work duties but were not paid by Defendant and/or DOES. When Plaintiff and the
16 Aggrieved Employees work shifts lasting over eight (8) hours, those unpaid hours would
17 qualify for the overtime rate.

18 71. LIFE CHIROPRACTIC and/or DOES would call Plaintiff and the Aggrieved Employees
19 outside of work hours to perform work related duties, such as going in and checking the
20 building. This would occur multiple times a month. Plaintiff and the Aggrieved Employees
21 were not paid for this time. On days when Plaintiff and the Aggrieved Employees worked shifts
22 lasting over eight (8) hours, those unpaid hours would qualify for the overtime rate.

23 72. Moreover, Plaintiff and the Aggrieved Employees are not relieved of all duties and/or
24 employer control during their meal periods. Plaintiff and the Aggrieved Employees are
25 informed and believe and thereon allege that Defendant and/or DOES breached the legal duty
26 to pay for all hours worked by failing to pay Plaintiff and the Aggrieved Employees for meal
27 period time when Plaintiff and the Aggrieved Employees were not relieved of all duties and/or
28 employer control. When Plaintiff and the Aggrieved Employees work over eight (8) hours in

1 a shift, these unpaid hours must be compensated at an overtime rate.

2 73. In addition, Plaintiff and the Aggrieved Employees were deprived of wages for all overtime
3 hours worked because LIFE CHIROPRACTIC and/or DOES failed to pay Plaintiff and the
4 Aggrieved Employees at the appropriate regular rate of pay for all overtime hours worked.

5 74. Plaintiff and those similarly situated Aggrieved Employees were employed by Defendant
6 and/or DOES at all relevant times. Defendant and/or DOES were required to compensate
7 Plaintiff and the Aggrieved Employees for all overtime hours worked and were prohibited from
8 making deductions that had the effect of reducing the agreed upon wage.

9 75. Plaintiff and the Aggrieved Employees are informed and believe and thereon allege that
10 Defendant and/or DOES breach the legal duty to pay full wages to Mr. Huber by failing to pay
11 Mr. Huber and similarly aggrieved employees for meal period time when Plaintiff and the
12 Aggrieved Employees were not relieved of all duties and employer control.

13 76. Plaintiff and the Aggrieved Employees have suffered, and continue to suffer, substantial
14 unpaid wages, and lost interest on such wages, and expenses.

15 77. These claims are on behalf of all non-exempt, hourly employees who worked for Defendant
16 and/or DOES in California.

17 78. Plaintiff, as a representative of the people of the State of California, will seek any and all
18 penalties otherwise capable of being collected by the Labor commission and/or the Department
19 of Labor Standards Enforcement (DLSE) for violations of *California Labor Code* section 510.

20 79. Plaintiff, as a representative of the people of the State of California, will seek all penalties
21 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
22 each of the following, as set forth in *California Labor Code* section 2699.5, which provides
23 that section 2699.3(a) applies to any alleged violation of the following provisions: sections
24 222, 223 and 510.

25 80. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on
26 behalf of himself and the other Aggrieved Employees, seeks recovery of applicable civil
27 penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the
28 initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars

(\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

81. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

THIRD CAUSE OF ACTION AGAINST DEFENDANT AND/DOES: Violation of the PAGA for Failure to Provide Meal Periods (California Labor Code §2698 et. seq.).

82. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

83. Under *California Labor Code* section 512, and IWC Wage Order 4-2001(11), no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes. During this meal period of not less than thirty (30) minutes, the employee is to be completely free of the employer's control and must not perform any work for the employer. If the employee does perform work for the employer during the thirty (30) minute meal period, the employee has not been provided a meal period in accordance with the law. Also, the employee is to be compensated for any work performed during the thirty (30) minute meal period.

84. In addition, an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes.

85. Under *California Labor Code* section 226.7, if the employer does not provide an employee a meal period in accordance with the above requirements, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

86. Defendant and/or DOES fail to provide thirty (30) minute, uninterrupted meal periods to Plaintiff and Aggrieved Employees who worked for work periods of more than five (5)

consecutive hours. As such, Plaintiff and Aggrieved Employees were required to work over five (5) consecutive hours at a time without being provided a thirty (30) minute uninterrupted, duty-free meal period within that time.

87. When Plaintiff and Aggrieved Employees are unable to take a lawful meal period, LIFE CHIROPRACTIC and/or DOES falsify their time records to insert a lawful meal period into their time records.

88. Defendant and/or DOES breached the legal duty to provide meal periods to employees by imposing a continuous and consistent policy requiring Plaintiff and the Aggrieved Employees to work through their meal periods to satisfy the demanding workload duties imposed by Defendant and/or DOES, thereby denying Plaintiff and the Aggrieved Employees of the right to be completely free from employer control under California law.

89. LIFE CHIROPRACTIC's and/or DOES' business model is such that Plaintiff and the Aggrieved Employees were assigned too much work and insufficient help due to chronic understaffing to be able to take meal periods. Thus, Plaintiff and the Aggrieved Employees are not able to take meal periods.

90. Throughout the statutory period, LIFE CHIROPRACTIC and/or DOES had a pattern and practice of assigning too much work to be completed in too short of time frames, resulting in Plaintiff and those similarly situated not being able to take meal periods.

91. LIFE CHIROPRACTIC's and/or DOES' business model was such that Plaintiff and Aggrieved Employees were assigned too much work that could not reasonably be completed in their assigned shift, resulting in Plaintiff and the Aggrieved Employees routinely and regularly being forced to eat their meals while working.

92. Throughout the statutory period, LIFE CHIROPRACTIC and/or DOES valued productivity over providing meal periods and, because of this, meal breaks were not priorities to LIFE CHIROPRACTIC and/or DOES.

93. Because of LIFE CHIROPRACTIC and/or DOES demanding policies on completion times, Plaintiff and those similarly situated felt that stopping work to exercise their rights to take meal periods would sacrifice their jobs with LIFE CHIROPRACTIC and/or DOES.

- 1 94. When Plaintiff and the Aggrieved Employees are able to take a meal period, Plaintiff and the
2 Aggrieved Employees are not relieved of all duties and/or employer control during their meal
3 periods.
- 4 95. When Plaintiff and the Aggrieved Employees were able to take meal periods, they would
5 receive calls and/or text messages from LIFE CHIROPRACTIC and/or DOES. For example,
6 LIFE CHIROPRACTIC and/or DOES would call Plaintiff and the Aggrieved Employees to let
7 someone into the building or if an emergency arose. Plaintiff and the Aggrieved Employees
8 were always subject to being called back to work during their meal periods.
- 9 96. Defendant and/or DOES have a consistent policy and/or practice of not providing second meal
10 periods to Plaintiff and the Aggrieved Employees and/or providing compensation in lieu
11 thereof. Specifically, Plaintiff and the Aggrieved Employees were not provided with second
12 meal periods when they worked shifts over ten (10) hours long.
- 13 97. By failing to provide statutory first and/or second meal periods, and by failing to provide
14 compensation for unprovided meal periods, as alleged above, Defendant and/or DOES
15 willfully violated the provisions of the *California Labor Code* section 226.7 and 512.
- 16 98. These claims are on behalf of all non-exempt, hourly employees who worked for Defendant
17 and/or DOES in California.
- 18 99. By failing to provide statutory first and/or second meal periods, and by failing to provide
19 compensation for unprovided meal periods, as alleged above, Defendant and/or DOES
20 willfully violate the provisions of *California Labor Code* sections 226.7 and 512, and IWC
21 Wage Order No. 4-2001.
- 22 100. As a result of the unlawful acts of Defendant and/or DOES, Plaintiff and the Aggrieved
23 Employees have been deprived of premium wages and/or other compensation in amounts to
24 be determined at trial, and are entitled to recovery of such amounts, plus interest, attorneys'
25 fees, and costs.
- 26 101. During the relevant time period, Plaintiff and the Aggrieved Employees who were scheduled
27 to work for a period of time in excess of six (6) hours were required to work for periods longer
28 than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

1 102. During the relevant time period, Plaintiff and the Aggrieved Employees who were scheduled
2 to work for a period of time in excess of ten (10) hours and/or (12) hours, and who did not
3 waive their legally-mandated meal periods by mutual consent were required to work in excess
4 of ten (10) hours and/or twelve (12) hours without receiving a second uninterrupted meal
5 period of not less than thirty (30) minutes.

6 103. During the relevant time period, Defendant and/or DOES fail to pay Plaintiff and the
7 Aggrieved Employees all meal period premiums due pursuant to *California Labor Code*
8 section 226.7.

9 104. Defendant's and/or DOES' conduct violates applicable IWC Wage Order 4-2001 and
10 *California Labor Code* sections 226.7 and 512(a).

11 105. Plaintiff, as a non-exempt employee who unlawfully was deprived of first and second meal
12 periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff
13 has satisfied all prerequisites to serve as a representative of the general public to enforce
14 California's labor laws, and the penalty provisions identified in *California Labor Code* section
15 2699.5.

16 106. Plaintiff, as a representative of the people of the State of California, will seek all penalties
17 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
18 each of the following, as set forth in *California Labor Code* section 2699.5, which provides
19 that section 2699.3(a) applies to any alleged violation of the following provisions: sections
20 226.7 and 512.

21 107. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on
22 behalf of himself and the other aggrieved employees, seeks recovery of applicable civil
23 penalties: one hundred dollars (\$100.00) for each aggrieved employee per pay period for the
24 initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars
25 (\$200.00) for each aggrieved employee per pay period for each subsequent violation, per
26 *California Labor Code* section 2699(f)(2).

27 108. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved
28 employees, seeks penalties pursuant to *California Labor Code* Section 558 for violations

pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

FOURTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the PAGA for Failure to Provide Rest Periods (California Labor Code §2698 et. seq.).

109. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

110. Industrial Welfare Commission Order No. 4-2001 section 12(A) states “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work week period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

111. At all times mentioned herein, Defendant and/or DOES fail to authorize and/or permit rest period time based upon the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.

112. Defendant and/or DOES have a consistent policy and/or practice of not providing duty free, net-ten minute, paid rest periods to Plaintiff and all Aggrieved Employees and/or providing compensation in lieu thereof.

113. Defendant and/or DOES breach the legal duty to provide rest periods to employees by imposing a continuous and consistent policy of requiring Plaintiff and all Aggrieved Employees to work through their rest periods to satisfy the demanding workload duties imposed by Defendant and/or DOES, thereby denying Plaintiff and all Aggrieved Employees of the right to be completely free from employer control under California law.

114. LIFE CHIROPRACTIC’s and/or DOES’ business model was such that Plaintiff and the Aggrieved Employees were assigned too much work that could not be reasonably completed within their assigned shift, resulting in Plaintiff and the Aggrieved Employees routinely and regularly being forced to work through their rest periods.

115. Throughout the statutory period, LIFE CHIROPRACTIC and/or DOES had a pattern and practice of assigning too much work to be completed in too short of time frames, resulting in

- 1 Plaintiff and those similarly situated not to take rest periods.
- 2 116. Because of LIFE CHIROPRACTIC's and/or DOES' demanding policies on task completion
3 times, Plaintiff and those similarly situated felt that exercising their rights to take rest breaks
4 would sacrifice their jobs with LIFE CHIROPRACTIC and/or DOES.
- 5 117. Further, Defendant and/or DOES breach the legal duty to provide rest periods to employees by
6 failing to provide employees with rest periods within the timeframes outlined by California
7 law.
- 8 118. LIFE CHIROPRACTIC has a continuous policy and practice that fails to provide Plaintiff and
9 the Aggrieved Employees with rest periods at the rate of ten (10) minutes net rest time per four
10 (4) hours or major fraction thereof. Specifically, LIFE CHIROPRACTIC does not provide
11 Plaintiff and the Aggrieved Employees with rest periods consisting of a net ten (10) minutes,
12 nor does LIFE CHIROPRACTIC provide them with a rest period per four (4) hours worked or
13 major fraction thereof.
- 14 119. By failing to provide rest periods for every four (4) hours or major fraction thereof worked per
15 day by Plaintiff and the Aggrieved Employees, and by failing to provide compensation for
16 these unprovided rest periods, as alleged above, Defendant and/or DOES willfully violate the
17 provisions of *California Labor Code* section 226.7.
- 18 120. These claims are on behalf of all non-exempt, hourly employees who worked for Defendant
19 and/or DOES in California.
- 20 121. Plaintiff, as a non-exempt employee who was unlawfully deprived of paid ten (10) minute rest
21 periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff
22 has satisfied all prerequisites to serve as a representative of the general public to enforce
23 California's labor laws, and the penalty provisions identified in *California Labor Code* section
24 2699.5 for violations of *California Labor Code* section 226.7.
- 25 122. Plaintiff, as a non-exempt employee who was unlawfully deprived of paid ten (10)-minute rest
26 periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff
27 satisfied all prerequisites to serve as a representative of the general public to enforce
28 California's labor laws, and the penalty provisions identified in *California Labor Code* section

2699.5.

123. Plaintiff, as a representative of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 226.7.

124. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

125. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

FIFTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the PAGA for Failure to Pay Wages Due at Termination and During Employment (California Labor Code §2698 et. seq.).

126. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

127. Defendant and/or DOES and/or their officers and/or managing agents willfully failed to pay, in a timely manner, wages owed to Plaintiff and the Aggrieved Employees who left Defendant's and/or DOES' employ or who were terminated.

128. Plaintiff and the Aggrieved Employees who ended their employment with Defendant and/or DOES during the last year were entitled to be promptly paid all lawful compensation, and other premiums, as required by *California Labor Code* sections 201 through 203.

1 129. At all relevant times, *California Labor Code* sections 201 and 202 provide that if an employer
2 discharges an employee, the wages earned and unpaid at the time of discharge are due and
3 payable immediately, and if an employee quits his or her employment, his or her wages shall
4 become due and payable no later than seventy-two (72) hours thereafter, unless the employee
5 has given seventy-two (72) hours' notice of his or her intention to quit, in which case the
6 employee is entitled to his or her wages at the time of quitting.

7 130. During the relevant time period, Defendant and/or DOES intentionally and willfully fail to pay
8 the Aggrieved Employees who are no longer employed by Defendant and/or DOES their
9 wages, that were earned and unpaid, within seventy-two (72) hours of their leaving
10 Defendant's and/or DOES' employ.

11 131. Plaintiff SHANE HUBER'S employment with Defendant and/or DOES was terminated on or
12 about December 7, 2023. Defendant and/or DOES failed to provide Plaintiff SHANE HUBER
13 his final wages in accordance with *California Labor Code* sections 201 through 203.

14 132. LIFE CHIROPRACTIC and/or DOES paid Plaintiff and the Aggrieved Employees on the next
15 regularly scheduled pay date. For example, Plaintiff's employment with LIFE
16 CHIROPRACTIC and/or DOES ended on or about December 7, 2023. Yet, Plaintiff did not
17 receive his final paycheck until the next pay date on or about December 15, 2023.

18 133. Defendant and/or DOES have a continuous policy of not providing final wages to employees
19 who are fired at the time of termination or who quit within seventy-two (72) hours of their
20 leaving Defendant's and/or DOES' employ.

21 134. 135. In addition, as discussed herein, Defendant and/or DOES have had a consistent policy
22 and/or practice of not paying Plaintiff and similarly situated hourly, non-exempt employees
23 for all of the hours they worked, including, but not limited to rounding, before "shifts" start,
24 after "shifts" end, after hours work, "on-call" work, during meal periods, and/or any other time
25 when employees were performing work tasks, subject to the control of Defendant and/or DOES
26 and/or otherwise had work duties but were not paid by Defendant and/or DOES. Failing to pay
27 for all hours worked while under Defendant's and/or DOES' control and/or while suffered or
28 permitted to work resulted in hourly, non-exempt employees being deprived of straight time

- 1 and/or overtime wages.
- 2 135. Defendant and/or DOES did not timely pay Plaintiff and the Aggrieved Employees all straight
3 time wages owed at the time of their termination.
- 4 136. Defendant and/or DOES did not timely pay Plaintiff and the Aggrieved Employees all overtime
5 wages owed at the time of their termination.
- 6 137. Defendants and/or DOES did not timely pay Plaintiff and the Aggrieved Employees all meal
7 and/or rest period premiums owed at the time of their termination.
- 8 138. Defendant's and/or DOES' failure to pay Plaintiff and the Aggrieved Employees who are no
9 longer employed by Defendant and/or DOES their wages, that were earned and unpaid, at the
10 time of termination or within seventy-two (72) hours of their leaving Defendant's and/or
11 DOES' employ, is in violation of *California Labor Code* sections 201 and 202.
- 12 139. *California Labor Code* section 203 provides that when an employer willfully fails to pay wages
13 owed, in accordance with *California Labor Code* sections 201 and 202, the wages of the
14 employee shall continue as a penalty from the due date thereof at the same rate until paid or
15 until and action is commenced; but the wages shall not continue for more than thirty (30) days.
- 16 140. Plaintiff, as a non-exempt employee who Defendant and/or DOES failed to pay all wages owed
17 at the termination of employment, is an aggrieved employee with standing to bring an action
18 under the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general
19 public to enforce California's labor laws, and the penalty provisions identified in *California*
20 *Labor Code* section 2699.5.
- 21 141. Plaintiff, as a representative of the people of the State of California, seeks all penalties
22 otherwise capable of being collected by the Labor Commission and/or the Department of Labor
23 Standards Enforcement ("DLSE"). This includes each of the following, as set forth in
24 *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any
25 alleged violation of the following provisions: sections 201 through 203.
- 26 142. These claims are on behalf of all non-exempt, hourly employees who worked for Defendant
27 and/or DOES in California.
- 28 143. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on

1 behalf of himself and the other Aggrieved Employees, seeks recovery of applicable civil
2 penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the
3 initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars
4 (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per
5 *California Labor Code* section 2699(f)(2).

6 144. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other
7 Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for
8 violations pursuant to this chapter or any provisions regulating hours and days of the week of
9 the Industrial Welfare Commission under *California Labor Code* section 558(a)(1) and
10 558(a)(2).

11 **SIXTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the**
12 **PAGA for Knowing and Intentional Failure to Comply with Itemized Employee Wage**
13 **Statement Provisions (California Labor Code §2698 et. seq.).**

14 145. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
15 as if fully plead.

16 146. *California Labor Code* section 226(a) requires Defendant and/or DOES to itemize in wage
17 statements all deductions from payment of wages and to accurately report total hours worked
18 by Plaintiff and the Aggrieved Employees. *California Labor Code* section 226(a) requires
19 Defendant and/or DOES, at the time of each payment of wages, to “furnish each of her or her
20 employees, either as an detachable part of the check, draft, or voucher paying the employee’s
21 wages, or separately when wages are paid by personal check or cash, an accurate itemized
22 statement in writing showing (1) gross wages earned, (2) total hours worked by the
23 employee...(3) the number of piece-rate units earned and any applicable piece rate if the
24 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
25 on written orders of the employee may be aggregated and shown as one item, (5) net wages
26 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
27 the employee and only the last four digits of his or her social security number or an employee
28 identification number other than the social security number, (8) the name and address of the

- 1 legal entity that is the employer...(9) all applicable hourly rates in effect during the pay period
2 and the corresponding number of hours worked at each hourly rate and the corresponding
3 number of hours worked at each hourly rate by the employee....”
- 4 147. *California Labor Code* section 226, subdivision (a) also requires that “deductions made from
5 payment of wages shall be recorded in ink or other indelible form, properly dated, showing the
6 month, day and year, and a copy of the statement and the record of the deductions shall be kept
7 on file by the employer for at least three years at the place of employment or at a central
8 location within the State of California.”
- 9 148. In addition, *California Labor Code* section 204(b) requires that “all wages earned for labor in
10 excess of the normal work period shall be paid no later than the payday for the next regular
11 payroll period.” An employer complies with section 226(a) “if hours worked in excess of the
12 normal work period during the current pay period are itemized as corrections on the paystub
13 for the next regular pay period. Any corrections set out in the subsequently issued paystub shall
14 state the inclusive dates of the pay period for which the employer is correcting its initial report
15 of hours worked.”
- 16 149. Defendant and/or DOES have knowingly and intentionally failed to comply with *California*
17 *Labor Code* section 226(a) on each and every wage statement provided to Plaintiff and the
18 Aggrieved Employees.
- 19 150. LIFE CHIROPRACTIC and/or DOES failed to maintain accurate time records - as required
20 by IWC Wage Order No. 4-2001(7), and Cal. Code Regs., Title 8 section 11040 - showing,
21 among other things, when the employee begins and ends each work period, the total daily hours
22 worked in itemized wage statements, total wages, bonuses and/or incentives earned, and all
23 deductions made.
- 24 151. LIFE CHIROPRACTIC and/or DOES knowingly and intentionally did not include the gross
25 wages earned on wage statements. LIFE CHIROPRACTIC therefore knowingly and
26 intentionally failed to itemize the gross wages earned on Plaintiff’s and the Aggrieved
27 Employees’ wage statements.
- 28 152. In every pay period during the period of the relevant statute of limitations, LIFE

1 CHIROPRACTIC and/or DOES knowingly and intentionally did not itemize the total hours
2 worked on wage statements as California Labor Code section 226, subsection (a), requires.
3 LIFE CHIROPRACTIC and/or DOES include vacation and/or personal time hours in the total
4 hours worked itemization on Plaintiff's and the Aggrieved Employees' wage statements.

5 153. In every pay period during the period of the relevant statute of limitations, Defendant and/or
6 DOES knowingly and intentionally did not include the total hours worked on wage statements
7 and failed to include this information accurately. Defendant and/or DOES therefore knowingly
8 and intentionally fail to itemize the total hours worked on Plaintiff's and the Aggrieved
9 Employees' wage statements.

10 154. Defendant and/or DOES knowingly and intentionally did not include the gross wages earned
11 on wage statements. Defendant and/or DOES therefore knowingly and intentionally failed to
12 itemize the gross wages earned on Plaintiff's and the Aggrieved Employees' wage statements.

13 155. In every pay period during the period of the relevant statute of limitations, Defendant and/or
14 DOES knowingly and intentionally did not itemize the total hours worked on wage statements
15 as *California Labor Code* section 226 (a), requires. LIFE CHIROPRACTIC and/or DOES have
16 not paid for all the time Plaintiff and the Aggrieved Employees worked throughout the day,
17 including, but not limited to rounding, before "shifts" start, after "shifts" end, after hours work,
18 "on-call" work, during meal periods, and/or any other time when employees were performing
19 work tasks, subject to the control of LIFE CHIROPRACTIC and/or DOES and/or otherwise
20 had work duties. Additionally, LIFE CHIROPRACTIC and/or DOES have had a continuous
21 policy of not paying Plaintiff and the Aggrieved Employees for all hours worked in that LIFE
22 CHIROPRACTIC and/or DOES continuously and consistently clocked Plaintiff and the
23 Aggrieved Employees out for a thirty (30) minute meal period and/or otherwise recorded a
24 meal period, even though Plaintiff and the Aggrieved Employees work through their meal
25 periods and/or were unable to take meal periods. Thus, LIFE CHIROPRACTIC and/or DOES
26 shave/steal earned wages from Plaintiff and the Aggrieved Employees every day they work
27 without a meal period and have time deducted. In every pay period during the period of the
28 relevant statute of limitations, LIFE CHIROPRACTIC and/or DOES knowingly and

intentionally did not include the net wages earned on wage statements.

156. Defendant and/or DOES knowingly and intentionally did not include all meal and rest period premiums owed on wage statements. Defendant and/or DOES therefore knowingly and intentionally failed to itemize all meal and rest period premiums owed on Plaintiff's and the Aggrieved Employees' wage statements throughout the relevant statute of limitations.

157. Further, Defendant and/or DOES failed to include the accurate name and address of the legal entity that is the employer of Plaintiff and Aggrieved Employees. Defendant and/or DOES also failed to include accurate hourly rates for all compensation paid to Plaintiff and Aggrieved Employees.

158. Further, LIFE CHIROPRACTIC and/or DOES knowingly and intentionally fail to list the accurate name of the employer on Plaintiff's and the Aggrieved Employees' wage statements. LIFE CHIROPRACTIC lists its name on Plaintiff's and the Aggrieved Employees' wage statements as "Life Chiropractic College West" when the accurate name of the employer is "Life Chiropractic College West Incorporated."

159. Throughout the relevant time period, because of the knowing and intentional failure by Defendant and/or DOES to comply with itemized employee wage statement provisions, Plaintiff and the Aggrieved Employees have been able to reconstruct only a reasonable estimate of the hours worked and have, therefore, not received full compensation.

160. These claims are on behalf of all non-exempt, hourly employees who worked for Defendant and/or DOES in California.

161. Plaintiff, as a non-exempt employee who Defendant and/or DOES fail to provide accurate and itemized wage statements, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *California Labor Code* section 2699.5.

162. Plaintiff, as a representative of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides

that section 2699.3(a) applies to any alleged violation of the following provisions: sections 226, 1174, 1199.

163. Pursuant to Labor Code section 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per Labor Code section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

164. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

SEVENTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failure to Reimburse Employees for Business Expenses (California Labor Code §2698 et. seq.)

165. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

166. Section 2802(a) of the *California Labor Code* requires “[a]n employer [to] indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.”

167. Plaintiff and the aggrieved employees incurred expenses in the discharge of their duties without receiving reimbursement from Defendant and/or DOES.

168. LIFE CHIROPRACTIC and/or DOES fail to reimburse Mr. Huber and Aggrieved Employees for all necessary expenses incurred in the performance of their jobs including, but not limited to, having to use their personal cell phones for business purposes. Defendant and/or DOES require employees to use to use their personal cell phones for business purposes, but fail to reimburse these expenses. In addition, Plaintiff and the Aggrieved Employees are required to

- 1 use their personal vehicles for work related purposes and are not reimbursed for this expense.
- 2 169. LIFE CHIROPRACTIC and/or DOES have had a continuous policy and/or practice of illegally
- 3 deducting wages, earned bonuses and/or incentives from employees.
- 4 170. *California Labor Code* section 2802(a) entitles Plaintiff and the aggrieved employees to
- 5 reimbursement for said necessary expenditures, plus interest and expenses.
- 6 171. These claims are on behalf of all non-exempt, hourly employees who worked for Defendants
- 7 and/or DOES in California.
- 8 172. Plaintiff, as a non-exempt employee who incurred business expenses which Defendants and/or
- 9 DOES fail to reimburse, is an aggrieved employee with standing to bring an action under the
- 10 PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general public
- 11 to enforce California's labor laws, and the penalty provisions identified in *California Labor*
- 12 *Code* section 2699.5.
- 13 173. Plaintiff, as a representative of the people of the State of California, seeks all penalties
- 14 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
- 15 each of the following, as set forth in *California Labor Code* section 2699.5, which provides
- 16 that section 2699.3(a) applies to any alleged violation of the following provisions: for
- 17 violations of the *California Labor Code* section 2802.
- 18 174. Pursuant to *Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of
- 19 herself and the other aggrieved employees, seeks recovery of applicable civil penalties: one
- 20 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation
- 21 per *Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved
- 22 employee per pay period for each subsequent violation, per *Labor Code* section 2699(f)(2).

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff, individually and on behalf of all other Aggrieved Employees, prays

25 for relief and judgment against Defendant and/or DOES, jointly and severally, as follows:

26 A. For penalties as provided under *California Labor Code* sections 558(a)(1) and 558(a)(2).

27 B. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section

28 2699, et. seq. for failure to provide compliant meal periods;

- 1 C. For all statutory penalties for each pay period during which an employee was underpaid due to
2 failure to provide compliant meal periods;
- 3 D. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
4 2699, et. seq. for failure to provide all rest periods;
- 5 E. For all statutory penalties provided under *California Labor Code* for each pay period during
6 which an employee was underpaid due to failure to provide paid rest periods;
- 7 F. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
8 2699, et. seq. for failure to timely pay wages at separation;
- 9 G. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
10 2699, et. seq. for failure to provide compensation at the regular and overtime rate for all time
11 worked;
- 12 H. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
13 2699, et. seq. for failure to provide compensation at the minimum wage;
- 14 I. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
15 2699, et. seq. for failure to provide accurate, itemized wage statements;
- 16 J. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
17 2699, et. seq. for failure to reimburse business expenses; and
- 18 K. For reasonable attorneys' fees and costs under the PAGA, *California Labor Code* section
19 2699(g)(1).

20 **DEMAND FOR JURY TRIAL**

21 Plaintiff demands a jury trial as to liability.

22
23 **MARA LAW FIRM, PC**

24
25 Date: January 27, 2025

Signed: 

David Mara, Esq.

Jill Vecchi, Esq.

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