



November 20, 2024

Via Upload to the LWDA Website and U.S. Certified Mail

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION 2699.3**

TO: California Labor and Workforce Development Agency; Life Chiropractic College West Incorporated

Shane Huber, on behalf of himself, others similarly situated, and the general public v. Life Chiropractic College West Incorporated

Factual Statement and Theories of Labor Code Violations

Shane Huber was formerly employed by Life Chiropractic College West Incorporated ("LIFE CHIROPRACTIC") as a non-exempt, hourly employee in California. Mr. Huber's last day worked was on or about November 27, 2023. Mr. Huber worked for LIFE CHIROPRACTIC until his termination on or about December 7, 2023.

Mr. Huber gives notice of his intent to file a lawsuit for violations of the Private Attorneys General Act of 2004 ("PAGA") for LIFE CHIROPRACTIC's failure to comply with California's wage and hour requirements on behalf of himself and all hourly, non-exempt employees who worked for LIFE CHIROPRACTIC in the State of California.

LIFE CHIROPRACTIC is a private chiropractic school in Hayward, California. To conduct its business, LIFE CHIROPRACTIC employs hourly, non-exempt employees, such as Mr. Huber, in California.

I. LIFE CHIROPRACTIC Fails to Pay All Straight Time Wages Owed

It is fundamental that an employer must pay its employees for all time worked. *California Labor Code* sections 218 and 218.5 provide a right of action for nonpayment of wages. *California Labor Code* section 222 prohibits the withholding of part of a wage. *California Labor Code* section 223 prohibits the payment of less than a statutory or contractual wage scale. *California Labor Code* section 1197 prohibits the payment of less than the minimum wage. *California Labor Code* section 1194 states that an employee receiving less than the legal minimum wage is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage. *California Labor Code*

section 1194.2 states that an employee receiving less than the legal minimum wage is entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon. *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 have the effect of reducing the agreed upon wage.

LIFE CHIROPRACTIC has a continuous policy of not paying Mr. Huber and similarly aggrieved employees for all hours worked in that LIFE CHIROPRACTIC has not paid for all the time Mr. Huber and similarly aggrieved employees worked throughout the day, including, but not limited to rounding, before “shifts” start, after “shifts” end, after hours work, “on-call” work, during meal periods, and/or any other time when employees were performing work tasks, subject to the control of LIFE CHIROPRACTIC and/or otherwise had work duties that went unpaid.

LIFE CHIROPRACTIC would call Mr. Huber and the aggrieved employees outside of work hours to perform work related duties, such as going in and checking the building. This would occur multiple times a month. Mr. Huber and the aggrieved employees were not paid for this time.

Additionally, LIFE CHIROPRACTIC has had a continuous policy of not paying Mr. Huber and the aggrieved employees for all hours worked in that LIFE CHIROPRACTIC continuously and consistently clocked Mr. Huber and the aggrieved employees out for a minute meal period and/or otherwise recorded a meal period, even though Mr. Huber and the aggrieved employees work through their meal periods, were unable to take meal periods, and/or were not free of all work duties and employer controls during meal periods. Thus, LIFE CHIROPRACTIC shaves/steals earned wages from Mr. Huber and the aggrieved employees every day they work without a meal period and have time deducted.

Likewise, Mr. Huber and the aggrieved employees are informed and believe and thereon allege that LIFE CHIROPRACTIC breached the legal duty to pay full wages to Mr. Huber by deducting a portion of the wages earned by Mr. Huber and the aggrieved employees when they worked through their meal periods and/or when LIFE CHIROPRACTIC recorded a meal period for Mr. Huber and the aggrieved employees when no meal period was taken. Specifically, Mr. Huber and the aggrieved employees worked through their meal periods to satisfy their demanding work duties imposed by LIFE CHIROPRACTIC, thereby denying them the right to be completely free from employer control under California law.

LIFE CHIROPRACTIC committed the acts alleged herein knowingly and willfully, with the wrongful and deliberate intention of injuring Mr. Huber and the aggrieved employees. LIFE CHIROPRACTIC acted with malice or in conscious disregard of Mr. Huber’s and the aggrieved employees’ rights.

These claims are on behalf of Mr. Huber and all hourly, non-exempt employees who worked for LIFE CHIROPRACTIC in the State of California.

Mr. Huber, as a representative of the people of the State of California, will seek 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 221, 222, 224, 1194, and 1197.

II. LIFE CHIROPRACTIC Fails to Pay All Overtime Wages Owed

It is fundamental that an employer must pay its employees for all time worked. *California Labor Code* section 510 states that eight (8) hours of labor constitutes a day's work. Any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek and the first eight (8) 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 (1.5) times the regular rate of pay for an employee.

California Labor Code section 510 dictates that any work in excess of twelve (12) hours in one (1) day shall be compensated at the rate of no less than two (2) times the regular rate of pay for an employee. In addition, any work in excess of eight (8) hours on any seventh day of a workweek shall be compensated at the rate of no less than two (2) times the regular rate of pay of an employee.

LIFE CHIROPRACTIC failed to pay overtime when Mr. Huber and the aggrieved employees worked over eight (8) hours per day and when employees worked over forty (40) hours per week. LIFE CHIROPRACTIC failed to pay Mr. Huber and the aggrieved employees for all hours worked, including hours worked over eight (8) hours in a day and forty (40) hours in a week.

LIFE CHIROPRACTIC has a continuous policy of not paying Mr. Huber and similarly aggrieved employees for all hours worked in that LIFE CHIROPRACTIC has not paid for all the time Mr. Huber and similarly aggrieved employees worked throughout the day, including, but not limited to rounding, before "shifts" start, after "shifts" end, after hours work, "on-call" work, during meal periods, and/or any other time when employees were performing work tasks, subject to the control of LIFE CHIROPRACTIC and/or otherwise had work duties that went unpaid. Because Mr. Huber and the aggrieved employees work shifts lasting over eight (8) hours, these unpaid hours would qualify for the overtime rate.

LIFE CHIROPRACTIC would call Mr. Huber and the aggrieved employees outside of work hours to perform work related duties, such as going in and checking the building. This would occur multiple times a month. Mr. Huber and the aggrieved employees were not paid for this time. Because Mr. Huber and the aggrieved employees work shifts lasting over eight (8) hours, these unpaid hours would qualify for the overtime rate.

Additionally, LIFE CHIROPRACTIC has had a continuous policy of not paying Mr. Huber and the aggrieved employees for all hours worked in that LIFE CHIROPRACTIC continuously and consistently clocked Mr. Huber and the aggrieved employees out for a thirty (30) minute meal period and/or otherwise recorded a meal period, even though Mr. Huber and the aggrieved employees work through their meal periods, were unable to take meal periods, and/or were not free from all work duties and employer controls during meal periods. Thus, LIFE CHIROPRACTIC shaves/steals earned wages from Mr. Huber and the aggrieved employees every day they work without a meal period and have time deducted. Because Mr. Huber and the

aggrieved employees work shifts lasting over eight (8) hours, these unpaid hours would qualify for the overtime rate.

In addition, Mr. Huber and the aggrieved employees were deprived of wages for all overtime hours worked because LIFE CHIROPRACTIC failed to pay Mr. Huber and the aggrieved employees at the appropriate regular rate of pay for all overtime hours worked.

These claims are on behalf of Mr. Huber and all hourly, non-exempt employees who worked for LIFE CHIROPRACTIC in the State of California.

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

III. LIFE CHIROPRACTIC Failed to Provide Lawful Meal Periods

Under *California Labor Code* section 512, 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.

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 another meal period of not less than thirty (30) minutes.

LIFE CHIROPRACTIC fails to provide full duty-free thirty (30) minute meal periods to Mr. Huber and the aggrieved employees no later than the fifth hour of work.

When Mr. Huber and the aggrieved employees are unable to take a lawful meal period, LIFE CHIROPRACTIC falsifies their time records to insert a lawful meal period into their time records.

LIFE CHIROPRACTIC breached the legal duty to provide meal periods to employees by imposing a continuous and consistent policy of requiring Mr. Huber and the aggrieved employees to work through their meal periods to satisfy the demanding workload duties imposed by LIFE CHIROPRACTIC, thereby denying Mr. Huber and the aggrieved employees of the right to be completely free from employer control under California law.

When Mr. Huber and the aggrieved employees were able to take meal periods, they would receive calls and/or text messages from LIFE CHIROPRACTIC. For example, LIFE CHIROPRACTIC would call Mr. Huber and the aggrieved employees to let someone into the building or if an emergency arose. Mr. Huber and the aggrieved employees were always subject to being called back to work during their meal periods.

Further, LIFE CHIROPRACTIC instituted a consistent policy/practice of not providing second meal periods to Mr. Huber and all aggrieved employees and/or providing compensation in lieu thereof. Specifically, Mr. Huber and the aggrieved employees are required to work shifts over ten (10) hours long but never received second meal periods.

In addition, LIFE CHIROPRACTIC fails to keep accurate records of meal periods.

By failing to provide statutory first and/or second meal periods, and by failing to provide compensation for unprovided meal periods, as alleged above, LIFE CHIROPRACTIC willfully violated the provisions of *California Labor Code* sections 226.7 and 512.

These claims are on behalf of Mr. Huber and all hourly, non-exempt employees who worked for LIFE CHIROPRACTIC in the State of California.

Mr. Huber, as a non-exempt employee who unlawfully was deprived of first and second meal periods, is an aggrieved employee with standing to bring an action under the PAGA. Mr. Huber has 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 for violations of *California Labor Code* sections 226.7 and 512.

IV. LIFE CHIROPRACTIC Failed to Provide Lawful Rest Periods

LIFE CHIROPRACTIC has had a consistent policy and/or practice of not providing duty free paid ten (10) minute paid rest periods for every four (4) hours worked, or a major fraction thereof, to Mr. Huber and the aggrieved employees.

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 worked, or major fraction thereof.”

LIFE CHIROPRACTIC breached the legal duty to provide rest periods to employees by imposing a continuous and consistent policy of requiring Mr. Huber and the aggrieved employees to work through their rest periods to satisfy the demanding workload duties imposed by LIFE CHIROPRACTIC, thereby denying Mr. Huber and the aggrieved employees of the right to be completely free from employer control under California law.

Additionally, LIFE CHIROPRACTIC has a continuous policy and practice that fails to provide Mr. Huber and the aggrieved employees with rest periods at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. Specifically, LIFE CHIROPRACTIC does not provide Mr. Huber and the aggrieved employees with rest periods consisting of a net ten (10) minutes, nor does LIFE CHIROPRACTIC provide them with a rest period per four (4) hours worked or major fraction thereof.

When Mr. Huber and the aggrieved employees were able to take rest periods, they would receive

calls and/or text messages from LIFE CHIROPRACTIC. For example, LIFE CHIROPRACTIC would call Mr. Huber and the aggrieved employees to let someone into the building or if an emergency arose. Mr. Huber and the aggrieved employees were always subject to being called back to work during their rest periods.

By failing to provide rest periods for every four hours or major fraction thereof worked per day by non-exempt employees, and by failing to provide compensation for these unprovided rest periods, as alleged above, LIFE CHIROPRACTIC willfully violated the provisions of *California Labor Code* section 226.7 and Industrial Welfare Commission Order No. 4-2001 section 12(A).

These claims are on behalf of Mr. Huber and all hourly, non-exempt employees who worked for LIFE CHIROPRACTIC in the State of California.

Mr. Huber, as a non-exempt employee who was unlawfully deprived of paid ten-minute rest periods, is an aggrieved employee with standing to bring an action under the PAGA. Mr. Huber has 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 and Industrial Welfare Commission Order No. 16-2001 section 18 for violations of *California Labor Code* section 226.7 and Industrial Welfare Commission Order No. 4-2001 section 12(A).

V. LIFE CHIROPRACTIC Failed to Pay All Wages Due at Termination and During Employment

LIFE CHIROPRACTIC willfully failed to pay, in a timely manner, wages owed to the aggrieved employees who left LIFE CHIROPRACTIC'S employ or who were terminated.

Mr. Huber and aggrieved employees who ended their employment with LIFE CHIROPRACTIC 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.

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

LIFE CHIROPRACTIC has a continuous policy of not providing final wages to employees who are fired at the time of termination or who quit within seventy-two (72) hours of their leaving LIFE CHIROPRACTIC's employ.

During the relevant time period, LIFE CHIROPRACTIC intentionally and willfully failed to pay the aggrieved employees who are no longer employed by LIFE CHIROPRACTIC their wages, that were earned and unpaid, within seventy-two (72) hours of their leaving LIFE CHIROPRACTIC's employ.

LIFE CHIROPRACTIC paid Mr. Huber and formerly employed aggrieved employees on the next regularly scheduled pay date. For example, Mr. Huber's employment with LIFE CHIROPRACTIC ended on or about December 7, 2023. Yet, Mr. Huber did not receive his final paycheck until the next pay date on or about December 15, 2023.

As discussed above, LIFE CHIROPRACTIC has a continuous policy of not paying Mr. Huber and similarly aggrieved employees for all hours worked in that LIFE CHIROPRACTIC has not paid for all the time Mr. Huber and similarly aggrieved employees worked throughout the day, including, but not limited to rounding, before "shifts" start, after "shifts" end, after hours work, "on-call" work, during meal periods, and/or any other time when employees were performing work tasks, subject to the control of LIFE CHIROPRACTIC and/or otherwise had work duties that went unpaid. Additionally, LIFE CHIROPRACTIC has had a continuous policy of not paying Mr. Huber and similarly aggrieved employees for all hours worked in that LIFE CHIROPRACTIC continuously and consistently clocked Mr. Huber and similarly aggrieved employees out for a thirty (30) minute meal period and/or otherwise recorded a meal period, even though Mr. Huber and similarly aggrieved employees work through their meal periods and/or were unable to take meal periods. Thus, LIFE CHIROPRACTIC and/or DOES shave/steal earned wages from Mr. Huber and similarly aggrieved employees every day they work without a meal period and have time deducted.

In addition, LIFE CHIROPRACTIC failed to pay all meal and rest period premiums owed to Mr. Huber and the aggrieved employees.

LIFE CHIROPRACTIC's failure to pay the aggrieved employees who are no longer employed by LIFE CHIROPRACTIC their wages, that were earned and unpaid, at the time of termination or within seventy-two hours of their leaving LIFE CHIROPRACTIC's employ, is in violation of *California Labor Code* sections 201 and 202.

California Labor Code section 203 provides that when an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

These claims are on behalf of Mr. Huber and all hourly, non-exempt employees who worked for LIFE CHIROPRACTIC in the State of California.

Mr. Huber, as a representative of the people of the State of California, will seek 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 *Labor Code* section 2699.5 for violations of sections 201 through 203.

VI. LIFE CHIROPRACTIC's Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions

Section 226(a) of the *California Labor Code* requires LIFE CHIROPRACTIC to itemize in wage

statements all deductions from payment of wages and to accurately report total hours worked by Mr. Huber and the aggrieved employees.

California Labor Code section 226 subdivision (a) requires that LIFE CHIROPRACTIC, at the time of each payment of wages, “furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than the social security number, (8) the name and address of the legal entity that is the employer...(9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate and the corresponding number of hours worked at each hourly rate by the employee...”

California Labor Code section 226, subdivision (a) also requires that “deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California” to itemize in wage statements and to accurately report the total hours worked and total wages earned.

LIFE CHIROPRACTIC has knowingly and intentionally failed to comply with *California Labor Code* section 226(a) on each and every wage statement provided to Mr. Huber and the other aggrieved employees.

LIFE CHIROPRACTIC has knowingly and intentionally failed to comply with *California Labor Code* section 226(a) on each and every wage statement provided to Mr. Huber and the other aggrieved employees by failing to list the accurate name of the entity that is the employer. LIFE CHIROPRACTIC lists its name on Mr. Huber’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.”

LIFE CHIROPRACTIC knowingly and intentionally did not include the gross wages earned on wage statements. LIFE CHIROPRACTIC therefore knowingly and intentionally failed to itemize the gross wages earned on Mr. Huber’s and the aggrieved employees’ wage statements.

In every pay period during the period of the relevant statute of limitations, LIFE CHIROPRACTIC knowingly and intentionally did not accurately itemize the total hours worked on wage statements as *California Labor Code* section 226, subsection (a), requires. LIFE CHIROPRACTIC includes vacation and/or personal time hours in the total hours worked itemization on Mr. Huber’s and the aggrieved employees’ wage statements.

In every pay period during the period of the relevant statute of limitations, LIFE CHIROPRACTIC knowingly and intentionally did not include the accurate total hours worked on wage statements.

LIFE CHIROPRACTIC therefore knowingly and intentionally failed to itemize the total hours worked on Mr. Huber's and the aggrieved employees' wage statements. Further, Mr. Huber and the aggrieved employees are unable to determine the total hours worked based on the data provided on their wage statements.

As discussed above, LIFE CHIROPRACTIC has a continuous policy of not paying Mr. Huber and similarly aggrieved employees for all hours worked in that LIFE CHIROPRACTIC has not paid for all the time Mr. Huber and similarly aggrieved employees worked throughout the day, including, but not limited to rounding, before "shifts" start, after "shifts" end, after hours work, "on-call" work, during meal periods, and/or any other time when employees were performing work tasks, subject to the control of LIFE CHIROPRACTIC and/or otherwise had work duties that went unpaid, and, thus, are owed wages for time during which they are subject to LIFE CHIROPRACTIC's control and during which they are not free from all work duties. Additionally, LIFE CHIROPRACTIC has had a continuous policy of not paying Mr. Huber and similarly aggrieved employees for all hours worked in that LIFE CHIROPRACTIC continuously and consistently clocked Mr. Huber and similarly aggrieved employees out for a thirty (30) minute meal period and/or otherwise recorded a meal period, even though Mr. Huber and similarly aggrieved employees work through their meal periods and/or were unable to take meal periods. Thus, LIFE CHIROPRACTIC and/or DOES shave/steal earned wages from Mr. Huber and similarly aggrieved employees every day they work without a meal period and have time deducted. As LIFE CHIROPRACTIC knew or had reason to know Mr. Huber and the aggrieved employees were owed compensation for this time, LIFE CHIROPRACTIC knowingly and intentionally failed to comply with *California Labor Code* Section 226, subdivision (a).

In addition, LIFE CHIROPRACTIC failed to pay all meal and rest period premiums owed to Mr. Huber and the aggrieved employees.

Throughout the statutory period, as a result of the knowing and intentional failure by LIFE CHIROPRACTIC to comply with itemized employee wage statement provisions, Mr. Huber and the aggrieved employees have been able to reconstruct only a reasonable estimate of the hours worked and have, therefore, not received full compensation.

Further, in addition to any penalties levied upon LIFE CHIROPRACTIC for its failure to comply with *California Labor Code* section 226 subdivision (a)'s requirement to provide Mr. Huber and the aggrieved employees accurate, itemized wage statements, *California Labor Code* section 226.3 assesses additional penalties for the failure to keep the records required in subdivision (a) of Section 226. *California Labor Code* section 226 subdivision (a) requires LIFE CHIROPRACTIC to maintain records that "accurately shows all of the information required by this subdivision." LIFE CHIROPRACTIC has violated its statutory duty to maintain records for Mr. Huber and the aggrieved employees that contain all of the information under *California Labor Code* section 226(a)(1) through (9).

These claims are on behalf of Mr. Huber and all hourly, non-exempt employees who worked for LIFE CHIROPRACTIC in the State of California.

Mr. Huber, as a non-exempt employee who LIFE CHIROPRACTIC failed to provide accurate and

itemized wage statements, is an aggrieved employee with standing to bring an action under the PAGA. Mr. Huber has 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 for violations of *California Labor Code* section 226 and 226.3.

VII. LIFE CHIROPRACTIC Failed to Reimburse Employees for Business Expenses

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."

Mr. Huber and the aggrieved employees incurred expenses in the discharge of their duties without receiving reimbursement from LIFE CHIROPRACTIC.

LIFE CHIROPRACTIC requires Mr. Huber and the employees to use their personal cell phones for work related purposes. Yet, LIFE CHIROPRACTIC fails to reimburse employees for this expense. In addition, LIFE CHIROPRACTIC requires Mr. Huber and the aggrieved employees to use their personal vehicles for work purposes but fails to reimburse employees for this use.

California Labor Code section 2802(a) entitles Mr. Huber and the aggrieved employees to reimbursement for said necessary expenditures, plus interest and expenses.

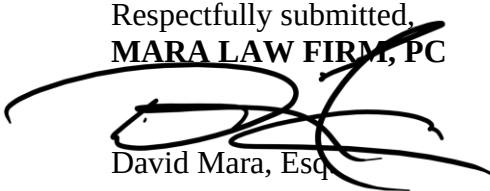
These claims are for Mr. Huber and all similarly situated non-exempt employees who worked for LIFE CHIROPRACTIC in California.

Mr. Huber is an aggrieved employee with standing to bring an action under the PAGA. Furthermore, Mr. Huber satisfies all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *Labor Code* section 2699.5 for violations of *Labor Code* section 2802(a).

VIII. Conclusion

If after 65 days from the date of this letter, the LWDA does not take action or declines to intervene, Mr. Huber will file a complaint alleging PAGA violations, as described above.

Respectfully submitted,
MARA LAW FIRM, PC



David Mara, Esq.

Attn: PAGA Administrator
California Labor and Workforce Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
Via Web Submission

Maria Perry

25001 Industrial Blvd.

Hayward, CA 94545

Century City, CA 90067

Agent for Service of Process for Defendant Life Chiropractic College West Incorporated

Via Certified Mail