

JOHN A. LOFTON, ESQ. (222259)
Aiman-Smith & Marcy, P.C.
7677 Oakport Street, Suite 1000
Oakland, CA 94621
Telephone: 510-779-2625
Email: jal@asmlawyers.com

Attorneys for Plaintiff Cecil Coe

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA
UNLIMITED JURISDICTION

CECIL COE, an individual;

Plaintiffs,

v.

CATHOLIC CHARITIES OF SANTA
CLARA COUNTY., a California corporation;
and DOES 1-25, inclusive,

Defendants.

Case No. 25CV466502

COMPLAINT FOR:

**(1) WRONGFUL TERMINATION –
RETALIATION;
(2) FAILURE TO PAY WAGES OWED
ON TIME AND AT TERMINATION;
(3) FAILURE TO PAY AT LEAST
MINIMUM WAGE;
(4) FAILURE TO PAY OVERTIME
WAGES;
(5) FAILURE TO PROVIDE ACCURATE
WAGE STATEMENTS;
(6) FAILURE TO PROVIDE MEAL
PERIODS;
(7) FAILURE TO PROVIDE REST
PERIODS;
(8) FAILURE TO REIMBURSE;
(9) FAILURE TO PROVIDE
EMPLOYMENT RECORDS;
(10) UNFAIR BUSINESS PRACTICES;
and
(11) PENALTIES PURSUANT TO PAGA
(LABOR CODE §2698, *et seq.*)**

Plaintiff Cecil Coe alleges as and for causes of action against Defendants, and each of
them, as follows:

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1 6. Defendants suffered and permitted Mr. Coe and other employees to work without
2 pay. Specifically, Mr. Coe and other employees worked full time, but were only paid for four
3 hours each day. Defendants knew Mr. Coe's position was understaffed, knew that he would have
4 to work more than four hours each day to complete his workload, and knew that he did in fact
5 work more than four hours each day. To the extent that Mr. Coe and other employees worked in
6 excess of eight hours per day, forty hours per week, or six days within one workweek, they did not
7 receive overtime pay. Defendants failed to accurately record all time actually worked by Mr. Coe
8 and other employees.
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10 7. Throughout his employment, due to the unreasonably high volume of work,
11 understaffing by management, the scheme to only acknowledge four hours of work per day, and
12 other factors, Mr. Coe and other employees were denied timely and uninterrupted meal and rest
13 periods. To the extent that employees were able to take any breaks at all, they remained
14 perpetually on call during their meal and rest periods, and often were required to cut their breaks
15 short to attend to work. As far as Mr. Coe is aware, meal periods were not recorded.
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18 8. Because Defendants failed to provide timely meal and rest periods during which
19 employees were relieved of all duties, they owe Mr. Coe and other employees one hour of
20 compensation for each day worked with a missed rest period and one hour of compensation for
21 each day worked with a missed meal period. Defendants failed to pay Mr. Coe and other
22 employees those wages when they were due and failed to pay employees those wages upon
23 termination.
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25 9. Mr. Coe's and other employees' paychecks were inaccurate, did not reflect all time
26 worked, and did not include overtime pay. On multiple occasions, Defendants instructed Mr. Coe
27 and other employees to continue working after their regular shifts, knowing that they would not be
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1 paid for their work. On other occasions, Defendants instructed Mr. Coe and other employees to
2 record their time in different categories in order to approximate off-the-clock time worked, but it
3 was not accurate.

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5 10. Mr. Coe and other employees incurred work-related expenses with Defendants'
6 knowledge without reimbursement, including, without limitation, by using their personal phones
7 and vehicles for work purposes.

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9 11. The above-referenced conduct resulted in Defendants failing to maintain accurate
10 records of days and hours actually worked by Mr. Coe and other employees, failing to pay Mr.
11 Coe and other employees for all hours actually worked at the promised rates, and failing to
12 provide accurate wage statements showing hours actually worked and wages earned at accurate
13 rates

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15 12. On March 14, 2025, counsel for Mr. Coe requested his employment records
16 pursuant to Labor Code §§226, 247.5, 432, and 1198.5. Defendants produced some, but not all, of
17 the requested records that they are required by statute to provide.

18 **PAGA ALLEGATIONS**

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20 13. Mr. Coe brings his Eleventh Cause of Action in a representative capacity on behalf
21 of himself, his fellow aggrieved employees, and the Labor & Workforce Development Agency
22 under the Private Attorneys General Act ("PAGA"), and seeks to vindicate his rights under the
23 Labor Code as well as those of all other aggrieved current and former employees of Defendants.

24
25 14. The group of aggrieved employees consists of those employees of Defendants
26 working in California at any time since March 14, 2024, and through the date of entry of final
27 judgment in this matter.

28 15. Mr. Coe sent the PAGA notice attached hereto as Exhibit A to Defendants on

1 March 14, 2025. Mr. Coe alleges that by the conduct described herein, Defendants violated Labor
2 Code §§204, 226, 226.7, 247.5, 510, 512, 558, 1174, 1197, 2802, and IWC Wage Order No. 4-
3 2001 (8 C.C.R. §11040), for which they are subject to civil penalties under PAGA.
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5 **FIRST CAUSE OF ACTION**

6 **(Wrongful Termination – Retaliation; Violation of Labor Code §1105.2)**

7 16. Plaintiff incorporates the allegations above as though they were fully set forth
8 herein.
9

10 17. In or around October 2024, Plaintiff was involved in an investigation of systemic
11 elder abuse at one of Defendants’ facilities. Plaintiff reported his investigation and the allegations
12 to Defendants. Plaintiff reasonably believed that the matters he was disclosing constituted
13 violations of state or federal statutes, or violations of or noncompliance with local, state, or federal
14 rules or regulations.
15

16 18. Instead of addressing the concerns raised by Plaintiff, Defendants blocked Plaintiff
17 from continuing his investigation and terminated him for pretextual reasons. Plaintiff is informed
18 and believes, and on that basis alleges, that Plaintiff was wrongfully terminated for reporting and
19 investigating serious allegations of elder abuse at Defendants’ facility.
20

21 19. Defendants and their officers, directors, and managing agents intended to cause
22 Plaintiff injury and/or willfully and consciously disregarded Plaintiff’s rights. The conduct
23 described above was authorized, ratified, and/or personally committed by Defendants’ principals,
24 officers, directors, and managing agents.
25

26 20. As a result of Defendants’ wrongful conduct, Plaintiff has suffered, and will
27 continue to suffer, a loss of wages and other employment benefits, a loss of future earning
28 capacity, a loss of emotional tranquility, a loss of enjoyment of life, and a loss of reputation, and

1 has been damaged in an amount to be proved at trial, which amount exceeds the jurisdictional
2 minimum of this court.

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4 **SECOND CAUSE OF ACTION**

5 **(Failure to Pay Wages on Time and at Termination; Violation of Labor Code §§201-204)**

6 21. Plaintiff incorporates the allegations above as though they were fully set forth
7 herein.

8 22. As set forth above, Defendants failed to track or pay Plaintiff for all hours worked,
9 failed to pay overtime premiums, required Plaintiff and other employees to work through their
10 meal and rest periods, and required Plaintiff and other employees to perform substantial work off
11 the clock, for which they were not paid.

12 23. Defendants willfully failed to pay Plaintiff all wages owed both (1) at the time they
13 were due and (2) upon his termination from employment. To date, Defendants have not paid those
14 wages.
15

16 24. As a proximate result of Defendants' failure to pay wages owed and on time,
17 Plaintiff has suffered damages in an amount to be proved at trial as well as waiting time penalties
18 pursuant to Labor Code §203.
19

20 **THIRD CAUSE OF ACTION**

21 **(Failure to Pay Minimum Wage;**

22 **Violation of Labor Code §§1197, I.W.C. Wage Order No. 16-2001)**

23 25. Plaintiff incorporates the allegations above as though they were fully set forth
24 herein.
25

26 26. As set forth above, Defendants failed to track or pay Plaintiff for all hours worked,
27 failed to pay overtime premiums, required Plaintiff and other employees to work through their
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1 meal and rest periods, and required Plaintiff and other employees to perform substantial work off
2 the clock, for which they were not paid, all of which led to Plaintiff and other employees working
3 hours for less than the minimum wage.

4
5 27. As a proximate result of Defendants' failure to pay at least the minimum wages
6 owed, Plaintiff has suffered damages in an amount to be proved at trial.

7 **FOURTH CAUSE OF ACTION**

8 **(Failure to Pay Overtime Wages;**

9 **Violation of Labor Code §§510, I.W.C. Wage Order No. 16-2001)**

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11 28. Plaintiff incorporates the allegations above as though they were fully set forth
12 herein.

13 29. As set forth above, Plaintiff's off the clock work led to him not being fully
14 compensated for all time worked, including overtime premiums when Plaintiff worked in excess
15 of eight hours a day, forty hours a week, and/or on the seventh consecutive day in a workweek.

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17 30. Defendants failed to pay Plaintiff for the overtime hours worked, and failed to pay
18 Plaintiff any overtime premiums for the overtime hours worked.

19 31. As a proximate result of Defendants' failure to pay overtime wages owed, Plaintiff
20 has suffered damages in an amount to be proved at trial.

21 **FIFTH CAUSE OF ACTION**

22 **(Failure to Provide Accurate Wage Statements; Violation of Labor Code §226)**

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24 32. Plaintiff incorporates the allegations above as though they were fully set forth
25 herein.

26
27 33. Defendants failed to furnish Plaintiff with an accurate itemized statement in writing
28 on the regular paydays showing gross wages earned, total hours worked, net wages earned, and all

1 applicable hourly rates of pay in effect during the pay period, and the corresponding number of
2 hours worked at each hourly rate.

3 34. Defendants knew that they were required by law to furnish accurate itemized
4 statements in writing and intentionally failed to furnish accurate statements to Plaintiff on the
5 regular paydays.
6

7 35. Plaintiff suffered injury from Defendants' failure to provide accurate itemized
8 statements in writing on the regular paydays. Plaintiff could not promptly and easily determine
9 the amount of gross or net wages earned, the total number of hours worked, or the applicable rates
10 in effect for the corresponding hours. As a proximate result of Defendants' conduct, Plaintiff has
11 suffered damages and is entitled to penalties in an amount to be proved at trial.
12

13 **SIXTH CAUSE OF ACTION**

14 **(Failure to Provide Meal Periods and Pay Meal Period Premiums;**

15 **Violation of Labor Code §§226.7, 512, I.W.C. Wage Order No. 16-2001)**
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17 36. Plaintiff incorporates the allegations above as though they were fully set forth
18 herein.

19 37. Plaintiff often worked eight hours or more a day without being provided a 30-
20 minute, uninterrupted, off-duty meal period within the first five hours during which he was
21 relieved of all responsibility and allowed to leave the premises.
22

23 38. On these occasions, Defendants failed to pay Plaintiff one additional hour of pay at
24 his regular rate of compensation.

25 39. As a proximate result of Defendants' failure to allow Plaintiff to have timely and
26 uninterrupted meal periods and failure to compensate Plaintiff for missed meal periods, Plaintiff
27 has suffered damages and is entitled to penalties in an amount to be proved at trial.
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1 **NINTH CAUSE OF ACTION**

2 **(Failure to Provide Employment Records;**

3 **Violation of Labor Code §§226, 247.5, 432, and 1198.5)**

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5 48. Plaintiff incorporates the allegations above as though they were fully set forth
6 herein.

7 49. On March 14, 2025, counsel for Mr. Coe requested his employment records
8 pursuant to Labor Code §§226, 247.5, 432, and 1198.5. Defendants produced some, but not all, of
9 the requested records that they are required by statute to provide.

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11 50. As a result, Plaintiff is entitled to statutory penalties.

12 **TENTH CAUSE OF ACTION**

13 **(Unfair Business Practices, Violation of Bus. & Prof. Code §17200)**

14 51. Plaintiff incorporates the allegations above as though they were fully set forth
15 herein.

16
17 52. Defendants' conduct, as set forth above, violates the California Unfair Competition
18 Law, Bus. & Prof. Code §17200, *et seq.* ("UCL"). Defendants' conduct constitutes unlawful,
19 unfair, or fraudulent business acts or practices in that they fail to pay employees for all hours
20 worked, require employees to work off the clock, fail to pay overtime wages, fail to provide meal
21 and rest breaks, fail to provide accurate wage statements, fail to reimburse employees for work
22 expenses, and the like.

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24 53. As a result of Defendants' unlawful, unfair, and fraudulent conduct, Plaintiff has
25 suffered injury in fact.

26 54. Plaintiff is informed and believes, and on that basis alleges, that Defendants
27 continue to engage in the unlawful, unfair, and fraudulent practices as alleged herein, and that they
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1 will continue to do so unless enjoined by this court.

2 55. Pursuant to Bus. & Prof. Code §17203, Plaintiff seeks declaratory and injunctive
3 relief for Defendants’ unlawful, unfair, and fraudulent conduct, and to recover restitution.
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5 **ELEVENTH CAUSE OF ACTION**

6 **(Violations of the California Labor Code under the Private Attorneys General Act**
7 **(Lab. Code §2698, et seq.))**

8 56. Plaintiff incorporates the allegations above as though they were fully set forth
9 herein.
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11 57. Plaintiff brings this cause of action in a representative capacity on behalf of
12 himself, his fellow aggrieved employees, and the Labor & Workforce Development Agency
13 (“LWDA”) pursuant to the California Private Attorneys General Act (Labor Code §2698, *et seq.*),
14 and seeks to vindicate his rights under the Labor Code as well as those of all other aggrieved
15 current and former employees of Defendants.
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17 58. For purposes of this cause of action, the group of aggrieved employees consist of
18 those employees of Defendants working in California (the “Representative Group”) at any time
19 since March 14, 2024, and through the date of entry of final judgment in this matter (the “Claim
20 Period”).
21

22 59. As set forth above, Defendants have violated Labor Code §§204, 226, 226.7, 247.5,
23 510, 512, 558, 1174, 1197, 2802, and IWC Wage Order No. 4-2001 (8 C.C.R. §11040) with
24 respect to Plaintiff and the Representative Group, who have personally suffered each of
25 Defendants’ violations of the California Labor Code as described herein during the Claim Period
26 and who have been injured as a result of these violations.
27

28 60. Plaintiff seeks to recover civil penalties for violations of the Labor Code committed

1 by Defendants against Plaintiff and all other aggrieved employees as set out in the PAGA notice
2 submitted to the LWDA. A true and correct copy of the PAGA notice is attached hereto as
3 Exhibit A, and its contents are incorporated by reference as though expressly set out herein.
4

5 61. For the violations of the Labor Code alleged, Plaintiff and other aggrieved
6 employees have no administrative remedies to exhaust.

7 62. Plaintiff has fully complied with notice requirements under PAGA by giving
8 written notice to both the LWDA and Defendants pursuant to Labor Code §2699.3(a)(1)(A), and
9 by paying the filing fee required by subsection (a)(1)(B) of the same.
10

11 63. Sixty-five calendar days have now passed since Plaintiff gave the LWDA notice of
12 his PAGA claims, and the LWDA has not responded or taken any position as to those claims.
13 Accordingly, Plaintiff now has the right to pursue those claims through a representative civil suit
14 pursuant to Labor Code §2699.3(a)(2)(A).

15 64. Plaintiff has been injured as a direct and proximate result of Defendant's violations
16 of the Labor Code as set out in Exhibit A.
17

18 65. Pursuant to Labor Code §2699(a) and (f), Plaintiff accordingly seeks to recover
19 civil penalties against Defendants for the specified Labor Code violations against Plaintiff and all
20 other aggrieved employees.
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22 66. In addition, Plaintiff seeks to recover his reasonable attorneys' fees and costs
23 pursuant to Labor Code §2699(g)(1).

24 WHEREFORE, Plaintiff prays for relief against Defendants as follows:

- 25 1. For damages and penalties according to proof at trial;
- 26 2. For unpaid wages owed;
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- 1 3. For reimbursement for work-related expenses incurred by Plaintiff pursuant to
2 Labor Code §2802;
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4 4. For prejudgment interest on those amounts at the legal rate;
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6 5. For one additional hour of pay for each workday that Defendants failed to provide a
7 meal period pursuant to Labor Code §226.7;
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9 6. For one additional hour of pay for each workday that Defendants failed to provide
10 rest periods pursuant to Labor Code §226.7;
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12 7. For waiting time penalties pursuant to Labor Code §203;
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14 8. For penalties pursuant to Labor Code §§226 and 1198.5;
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16 9. For punitive damages;
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18 10. For injunctive relief enjoining Defendants from continuing to engage in the
19 unlawful conduct described herein;
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21 11. That Defendants be ordered to pay all civil penalties due to Plaintiff, the
22 Representative Group, and the LWDA for Defendant's violations of the Labor Code as alleged, to
23 be distributed to the LWDA and the Representative Group as provided by Labor Code §§558 and
24 2699 and other applicable law
25
26 12. For costs of suit herein incurred, including attorneys' fees; and
27
28 13. For such further relief as the court deems just.

DATED: May 21, 2025

AIMAN-SMITH & MARCY, P.C.



John A. Lofton, Esq.
Attorney for Plaintiff Cecil Coe

Exhibit A

March 14, 2025

Via Certified Mail

Catholic Charities of Santa Clara County
c/o Joan Dohina, agent for service of process
2625 Zanker Road, Suite 200
San Jose, CA 95134

Re: PAGA Notice Pursuant to Labor Code § 2699.3 of Violations of the California Labor Code

Dear Sir or Madam:

Pursuant to California Labor Code §2699.3, Cecil Coe hereby gives notice of violations of the following sections of the California Labor Code by Catholic Charities of Santa Clara County (“Employer”): §§204, 226, 226.7, 247.5, 510, 512, 558, 1174, 1197, 2802, and IWC Wage Order No. 4-2001 (8 C.C.R. §11040). Employer’s legal violations as described herein were and are knowing and intentional.

Mr. Coe was an aggrieved employee of Employer as defined by California Labor Code §2699(c) because he was: (1) an employee of Employer within the 12 months prior to the filing of this notice, (2) who personally suffered each of Employer’s violations of the California Labor Code as described herein during that time.

I. Facts and Theories Giving Rise to Employer’s Violations of the California Labor Code

Employer provides charitable services in California, including ombudsman services for elder care facilities. On information and belief, Employer employs at least 200 employees in California. Mr. Coe was employed by Employer as a non-exempt hourly employee from approximately August to November 2024.

Employer suffered and permitted Mr. Coe and other employees to work without pay. Specifically, Mr. Coe and other employees worked full time, but were only paid for four hours each day. Employer knew Mr. Coe’s position was understaffed, knew that he would have to work more than four hours each day to complete his workload, and knew that he did in fact work more than four hours each day. To the extent that Mr. Coe and other employees worked in excess of eight hours per day, forty hours per week, or six days within one workweek, they did

not receive overtime pay. Employer failed to accurately record all time actually worked by Mr. Coe and other employees.

Throughout his employment, due to the unreasonably high volume of work, understaffing by management, the scheme to only acknowledge four hours of work per day, and other factors, Mr. Coe and other employees were denied timely and uninterrupted meal and rest periods. To the extent that employees were able to take any breaks at all, they remained perpetually on call during their meal and rest periods, and often were required to cut their breaks short to attend to work. As far as Mr. Coe is aware, meal periods were not recorded.

Because Employer failed to provide timely meal and rest periods during which employees were relieved of all duties, it owes Mr. Coe and other employees one hour of compensation for each day worked with a missed rest period and one hour of compensation for each day worked with a missed meal period. Employer failed to pay Mr. Coe and other employees those wages when they were due and failed to pay employees those wages upon termination.

Mr. Coe's and other employees' paychecks were inaccurate, did not reflect all time worked, and did not include overtime pay. On multiple occasions, the Employer instructed Mr. Coe and other employees to continue working after their regular shifts, knowing that they would not be paid for their work.

Mr. Coe and other employees incurred work-related expenses with Employer's knowledge without reimbursement, including, without limitation, by using their personal phones for work purposes.

The above-referenced conduct resulted in Employer failing to maintain accurate records of days and hours actually worked by Mr. Coe and other employees, failing to pay Mr. Coe and other employees for all hours actually worked at the promised rates, and failing to provide accurate wage statements showing hours actually worked and wages earned at accurate rates.

II. Provisions of the California Labor Code Violated by Employer and Penalties Sought

As a result of Employer's violations of the California Labor Code, as alleged herein, Mr. Coe is entitled to recover civil penalties pursuant to California Labor Code §2699 *et seq.* on behalf of himself and all other former or current California employees of Employer who were subjected to its violations of the California Labor Code as described herein.

For failing to provide meal periods and/or requiring employees to work during meal periods in violation of Labor Code §§226.7, 512, and 558 and Industrial Welfare Commission Wage Order No. 16-2001 (8 C.C.R. §11160), Employer is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period or \$200 for each aggrieved employee per pay period for each violation if the Employer's conduct was malicious, fraudulent, or oppressive pursuant to Labor Code §2699(f).

For failing to provide one hour of pay to each employee who was not provided a timely meal period under Labor Code §§512 or 558 and Industrial Welfare Commission Wage Order No. 16-2001 (8 C.C.R. §11160), in violation of Labor Code §226.7, Employer is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period or \$200 for each aggrieved employee per pay period for each violation if the Employer's conduct was malicious, fraudulent, or oppressive pursuant to Labor Code §2699(f).

For failing to provide rest periods and/or requiring employees to work during rest periods in violation of Labor Code §§226.7 and 558 and Industrial Welfare Commission Wage Order No. 16-2001 (8 C.C.R. §11160), Employer is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period or \$200 for each aggrieved employee per pay period for each violation if the Employer's conduct was malicious, fraudulent, or oppressive pursuant to Labor Code §2699(f).

For failing to provide one hour of pay to each employee who was not provided a rest period under Labor Code §558 and Industrial Welfare Commission Wage Order No. 16-2001 (8 C.C.R. §11160), in violation of Labor Code §226.7, Employer is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period or \$200 for each aggrieved employee per pay period for each violation if the Employer's conduct was malicious, fraudulent, or oppressive pursuant to Labor Code §2699(f).

For failing to maintain accurate time and payroll records and to record meal periods and total hours worked in violation of Labor Code §§247.5, 558, and 1174 and Industrial Welfare Commission Wage Order No. 16-2001 (8 C.C.R. §11160), Employer is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period or \$200 for each aggrieved employee per pay period for each violation if the Employer's conduct was malicious, fraudulent, or oppressive pursuant to Labor Code §2699(f).

For failing to pay at least the minimum wage for time worked, in violation of Labor Code §§204, 558, and 1197 and Industrial Welfare Commission Wage Order No. 16-2001 (8 C.C.R. §11160), Employer is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period or \$200 for each aggrieved employee per pay period for each violation if the Employer's conduct was malicious, fraudulent, or oppressive pursuant to Labor Code §2699(f).

For failing to pay employees overtime premiums for work in excess of eight hours per day, forty hours per week, or six days within one workweek in violation of Labor Code §§510, 558, 1197 and Industrial Welfare Commission Wage Order No. 16-2001 (8 C.C.R. §11160), Employer is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period or \$200 for each aggrieved employee per pay period for each violation if the Employer's conduct was malicious, fraudulent, or oppressive pursuant to Labor Code §2699(f).

For failing to reimburse employees for expenditures incurred by the employees at the instruction of Employer, in violation of Labor Code §2802, Employer is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period or \$200 for each aggrieved

employee per pay period for each violation if the Employer's conduct was malicious, fraudulent, or oppressive pursuant to Labor Code §2699(f).

For failing to provide accurate, itemized wage statements from which employees could promptly and easily determine the information required by Labor Code §226, in violation of that section, Employer is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period or \$200 for each aggrieved employee per pay period for each violation if the Employer's conduct was malicious, fraudulent, or oppressive pursuant to Labor Code §2699(f).

Please note that further investigation may shed light upon additional violations beyond those contained herein, and Mr. Coe reserves the right to file and serve a further amended notice should additional violations be discovered.

Sincerely,

AIMAN-SMITH & MARCY
A PROFESSIONAL CORPORATION



John A. Lofton