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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ILIARA SICURO SMITH, on behalf of the State of California, as a private attorney general,

Plaintiff,

v.

DAVID YURMAN RETAIL LLC, a limited liability company; DAVID YURMAN HOLDINGS LLC, a limited liability company; and DOES 1 to 100, inclusive,

Defendants.

Case No.: 26STCV15294

REPRESENTATIVE ACTION COMPLAINT FOR:

CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT ("PAGA") [California Labor Code §§2698, et seq.]

DEMAND FOR JURY TRIAL

Plaintiff ILIARA SICURO SMITH, acting in a representative capacity only as a private attorney general and as an aggrieved employee (hereinafter "Plaintiff"), hereby asserts representative claims against Defendants DAVID YURMAN RETAIL LLC, a limited liability company ("David Yurman Retail"); DAVID YURMAN HOLDINGS LLC, a limited liability company ("David Yurman Holdings"), and DOES 1 to 100, inclusive (hereinafter David Yurman Retail, David Yurman Holdings and Does 1-100 are collectively referred to herein as "Defendants"), and on information and belief allege as follows:

I. INTRODUCTION

1. This lawsuit is directed at Defendants' California state law violations of wage and hour laws -- it is a representative action seeking recovery of civil penalties under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code ("Labor Code") §§2698, et seq. PAGA permits "aggrieved employees" to bring a lawsuit as a representative action on behalf of themselves and other aggrieved current and former employees to recover civil penalties for Defendants' violations of the Labor Code, including, but not limited to Labor Code §§201, 202, 203, 204, 226, 226.7, 245, 246, 248.5, 510, 512, 1174, 1194, 1198, 1198.5, 2699, 2802, and all applicable Industrial Welfare Commission ("IWC") Orders.

2. This action is brought as a representative action on behalf of all current and former aggrieved employees who were employed by Defendants in California and who work or worked as non-exempt hourly employees during the applicable time period and who were subject to Defendants' meal period policy, rest period policy, compensation policy, overtime policy, reimbursement policy, final payment of wages policy, and related wage and hour policies and/or practices. Plaintiff does not seek to recover anything other than penalties as permitted by California Labor Code § 2699. Plaintiff is not suing in her individual capacity, only in her representative capacity on behalf of the State of California for all aggrieved employees. Nothing in this Complaint should be construed as Plaintiff suing in her individual capacity.

3. As set forth in detail below, Defendants consistently implemented, maintained

and enforced unlawful policies and practices regarding Plaintiff and aggrieved employees in violation of California's wage and hour laws, which led to Defendants' violations of Labor Code §§ 201-204, 226, 226.7, 245, 246, 248.5, 510, 512, 551, 552, 1174, 1194, 1198, 2698, et seq., 2802 and IWC Wage Orders to Defendants': (1) failure to pay all wages, including minimum wages, straight time wages, and overtime compensation; (2) failure to provide meal periods; (3) failure to authorize and permit rest periods or provide compensation in lieu thereof; (4) failure to timely pay all wages owed; (5) failure to properly maintain and submit accurate itemized wage statements; (6) failure to reimburse expenses; and (7) waiting time penalties. Such policies and practices, as described herein, violate the Labor Code, and trigger civil penalties under Labor Code §2699. Therefore, Plaintiff brings this representative PAGA action pursuant to the provisions of the Labor Code as referenced herein. Plaintiff seeks recovery of civil penalties, reasonable attorneys' fees and costs, and other relief as deemed proper.

4. The acts complained of herein occurred, occur and will occur, at least in part, within the statute of limitations under the PAGA statute, or within the statute of limitations of any other Complaint or other filing which has tolled the claims asserted herein, up to and through the time of trial for this matter.

II. THE PARTIES

5. Plaintiff Iliara Sicuro Smith is, and was at all relevant times mentioned herein, an aggrieved employee who worked as a non-exempt employee for Defendants in California between March 2024 to March 2026.

6. Defendants David Yurman Retail LLC and David Yurman Holdings LLC, are and have been, at all relevant times herein, limited liability companies, organized and existing under the laws of the State of California, and doing business within the County of Los Angeles, in the State of California.

7. Defendants DOES 1 through 100, inclusive, are sued herein under fictitious names. Their true names and capacities are unknown to Plaintiff. When their true names and

capacities are ascertained, Plaintiff will amend their complaint by inserting their true names and capacities herein. Plaintiff is informed and believes, and based thereon alleges that each of the fictitiously named Defendants are responsible in some manner for the occurrences herein alleged and that the relief as herein alleged were proximately caused by those Defendants.

8. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were the agents, servants and/or employees of some or all other Defendants, and vice-versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times mentioned in this Complaint were acting within the course and scope of that agency, servitude and/or employment.

9. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint venture, partnership and common enterprise, and were acting within the course and scope of, and in pursuit of a joint venture, partnership and common enterprise.

10. Each reference in this complaint to "Defendant," "Defendants," or a specifically named Defendant refers also to all Defendants sued under fictitious names.

11. Plaintiff is informed and believes, and thereon alleges that at all relevant times herein, Defendants maintained offices, employed persons, conducted business in, and/or engaged in illegal employment practices and policies in the State of California, County of Los Angeles.

III. JURISDICTION

12. The California Superior Court has jurisdiction in this matter due to Defendants' aforementioned violations of California statutory law and/or related common law principles.

13. The California Superior Court also has jurisdiction in this matter because both the relief sought herein exceeds the minimal jurisdictional limits of the Superior Court and will be established at trial, according to proof.

14. The California Superior Court also has jurisdiction in this matter because

Defendants' corporate officers direct, control, and coordinate Defendants' activities from Defendants' offices located in the State of California.

15. The California Superior Court also has jurisdiction in this matter because during her employment with Defendants, Plaintiff herein was a California citizen and/or employee working within California, Defendants have owned and operated offices within California. Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law.

IV. VENUE

16. Venue in Los Angeles County is proper in this matter as Defendants' liabilities and obligations arose in Los Angeles County, including Defendants' obligations to comply with the California PAGA, and other obligations as described herein.

V. COMMON FACTUAL ALLEGATIONS

17. Defendants David Yurman Retail and David Yurman Holdings own and operate retail stores and produces and sells jewelry with locations in California, including in the County of Los Angeles. This case arises out of Defendants' failure to comply with California's wage and hour laws.

18. Plaintiff and the aggrieved employees who Plaintiff seeks to represent worked for Defendants as non-exempt employees in California, during the relevant time period.

19. During Plaintiff's employment and thereafter, Defendants have failed to pay Plaintiff and other aggrieved employees the proper amount of straight time and overtime wages. Defendants have violated various sections of the Labor Code, including §§510 and 1194, by failing to provide Plaintiff and aggrieved employees all wages owed, including overtime compensation for work over 8 hours in a day and excess of forty (40) hours per week without receiving the proper regular rate of pay and therefore have failed to receive overtime compensation and/or the proper overtime premium. Defendants have further failed and refused to pay sick time at the regular rate of pay, by similarly failing to incorporate non-discretionary compensation into the rate at which sick time is paid out. Further, the hourly

rate which Defendants use to calculate the overtime and double time premiums is an artifice, subterfuge, and sham in that the regular rate is not based on all remuneration earned. The regular rate must include all remuneration as provided in *Huntington v. Superior Court (Mutuc)* (2005) 131 Cal App. 4th 893. Accordingly, Plaintiff alleges that the Defendants fail to pay the full amount of wages due because the Defendants miscalculate the regular rate. Plaintiff alleges and will prove that she and aggrieved employees are entitled to payment based on the proper and legal regular rate which will include all damages that flow from this calculation. Defendants are therefore in violation of Labor Code §§ 510 and 1194, and the relevant California Industrial Welfare Commission Orders..

20. Defendants also fail to provide Plaintiff with meal and rest periods under California law. Defendants failed to adopt, implement, and enforce a uniform meal period policy that complied with California law. For example, Defendants required Plaintiff to take meal periods after they worked for more than five hours, and Defendants failed to provide Plaintiff and aggrieved employees with their full 30 minute duty-free meal period based on numerous factors, including but not limited to the fact that the amount of work required of Plaintiff by Defendants necessitated that Plaintiff and other aggrieved employees take their meal periods late, return early from their meal periods, and/or interrupt their meal periods. Moreover, as a matter of policy and/or practice, Defendants failed to pay Plaintiff and aggrieved employees one hour of pay at their regular rate of pay for each workday that a 30-minute duty-free meal period was not provided. Defendants also failed to keep accurate records of meal breaks taken by Plaintiff and aggrieved employees in violation of Labor Code §1174 and the applicable IWC Wage Orders.

21. Defendants also failed to adopt, implement, and enforce a uniform rest period policy that complied with California law. Defendants failed to authorize and permit Plaintiff and aggrieved employees to take duty free rest periods of 10 minutes for every four hours worked or major fraction thereof, by requiring Plaintiff and aggrieved employees to regularly work through their rest periods to complete their duties, and failing and refusing to provide a

rest period for any hours in excess of 10 per day. As a result of Defendants' lack of any meal or rest break policy that complies with California law, Defendants have violated Labor Code §§512 and 226.7 and the applicable IWC Wage Orders, among other things.

22. Defendants also willfully failed to provide properly itemized wage statements to Plaintiff and aggrieved employees pursuant to Labor Code §226. Defendants, for example, fail to identify the correct hours and rates of pay for hours worked for Defendants, including but not limited to violations of Labor Code § 226(a)(9) by not setting forth "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate." Defendants also violate Labor Code §§ 226(a)(1) and 226(a)(5) by failing to correctly state the total net and gross wages earned by failing to itemize meal and rest period premium payments, among other things. The failure to provide accurate itemized wage statements violates Labor Code §§226, 2699, et seq., and IWC Wage Orders.

23. Defendants failed and refused to fully reimburse Plaintiff and aggrieved employees for expenses necessarily and reasonably incurred for Defendants, including but not limited to expenses incurred by Plaintiff and aggrieved employees for their cell phones used for work purposes, in violation of Labor Code § 2802, and IWC Wage Orders.

24. Defendants willfully failed and refused to timely pay all compensation due and owing to Plaintiff and aggrieved employees whose employment was terminated during the relevant time period, by failing to pay all of Plaintiff and aggrieved employees' compensation due upon termination by failing and refusing to pay overtime and straight time wages, failing to pay for off-the-clock work time, failing to pay Plaintiff and aggrieved employees for time worked during meal and rest periods and/ or to pay for such meal and rest period premiums and sick pay at the regular rate of pay, and Defendants' other unlawful actions as described herein. As such, Defendants are liable for accrued wages due, and waiting time penalties owed, in accordance with Labor Code §§201, 202, and 203.

VI. PRIVATE ATTORNEYS GENERAL ACT CLAIM

25. On or about March 5, 2026, Plaintiff provided written notice via certified mail

to the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

26. The LWDA failed to respond to Plaintiff's counsel's correspondence dated March 5, 2026, and failed to notify Plaintiff's counsel as to whether it would investigate the allegations contained therein, within 65 calendar days of the postmark date of Plaintiff's correspondence as required under Labor Code §2699.3. Plaintiff has fully complied with the notice requirements set forth in Labor Code §2699.3 in order to commence a civil action against an employer pursuant to Labor Code §2699.

27. Defendants' failure to pay Plaintiff and aggrieved employees for all hours worked, minimum wages, overtime compensation, failure to provide meal periods, failure to authorize and permit rest periods, failure to pay all wages upon termination or resignation, unlawful deductions, failure to provide accurate itemized wage statements, and failure to reimburse business expenses, will subject Defendants to civil penalties pursuant to, without limitation, Labor Code §§ 201, 202, 203, 204, 226, 245, 246, 510, 512, 551, 552, 1174, 1194, 1197, 1198, 2802 and IWC Wage Orders.

28. Plaintiff is an aggrieved employee as defined in Labor Code §§2699(a) and (c), and related Labor Code provisions. Plaintiff brings this Complaint and the causes of action below in a representative capacity only.

A. FAILURE TO PAY ALL WAGES AND OVERTIME COMPENSATION

29. Labor Code §1194 states that any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

30. Labor Code §1197 states that the minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

31. Labor Code §510(a) and IWC Wage Orders regulating payment of wages in the state of California, provide that eight (8) hours of labor constitutes a day's work and any work in excess of eight (8) hours in one (1) workday and any work in excess of forty (40) hours 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 each employee and any work in excess of twelve (12) hours in any one workday shall be compensated at the rate of no less than twice the regular rate of pay for each employee.

32. At all relevant times, Defendants required Plaintiff and aggrieved employees to perform work without compensation in violation of the IWC Wage Orders and the Labor Code. Specifically, Plaintiff and aggrieved employees were not paid for all of their hours worked, in that Defendants failed to pay non-exempt hourly workers such as Plaintiff and aggrieved employees for all of their hours worked by, among other things, requiring Plaintiff and aggrieved employees to perform off-the-clock work without compensation, including but not limited to remaining on-call before and after their shifts, and receiving and responding to work inquiries when they are not clocked in, all with the knowledge of Defendants, and without compensation. Additionally, Defendants failed to pay the regular rate of pay by failing to incorporate non-incentive compensation into the appropriate rates of pay, including but not limited to overtime and sick time, and Plaintiff and aggrieved employees regularly worked through their meal periods without compensation. Defendants are therefore in violation of Labor Code §§245. 246, 510 and 1194, and the IWC Wage Orders.

33. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiff is an aggrieved employee, entitled to recover civil penalties pursuant to the Labor Code, including but not limited to Labor Code §§558, 1197.1, and 2699(f), as well as reasonable attorneys' fees and costs incurred in this action. Plaintiff seeks only to recover the civil penalties provided for in §§558(a) and 1197.1 for the violations alleged herein, and do not seek to recover underpaid wages.

B. MEAL PERIODS (Labor Code §§226.7 and 512)

34. Labor Code §512 and applicable IWC Wage Orders state that an employer may not employ an employee for a work period of more than five (5) hours per day without providing the employee a meal period of not less than 30 minutes, and an employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes. The applicable Wage Orders state that unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. Labor Code §226.7(a) further states that no employer shall require any employee to work during any meal or rest period mandated by an applicable order of the IWC. Moreover, an employer is prohibited from exerting coercion against the taking of, creating incentives to forego, or otherwise encouraging the skipping of legally protected breaks.

35. Plaintiff and aggrieved employees were not provided with nor given the opportunity to take the requisite meal periods before the end of the first 5 hours of work, nor were they provided with or given the opportunity to take a proper second meal period during the days when they worked more than 10 hours in a day. Moreover, among other things, Plaintiff and aggrieved employees were required to work through their meal periods and/or were interrupted with work duties during their meal periods, in violation of California law.

36. Pursuant to Labor Code §226.7(b) and the IWC Wage Orders, if an employer fails to provide an employee a meal period in accordance with the applicable provisions of IWC Wage Orders, 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. As such, Plaintiff and aggrieved employees are entitled to an additional one hour's pay for each day in which Plaintiff and aggrieved employees were not provided a proper meal break under the above-described authorities.

37. Labor Code §558 and the IWC Wage Orders state, in pertinent part, that any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of any provision regulating hours and days of work in any order of the IWC

shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. Plaintiff seeks only to recover the civil penalty provided for in §558(a) for the violations alleged herein, and does not seek to recover underpaid wages.

38. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiff is an aggrieved employee, entitled to recover civil penalties pursuant to the Labor Code, including but not limited to Labor Code §§558 and 2699(f).

C. REST PERIODS (Labor Code §226.7)

39. The IWC Wage Orders provide that every employer shall authorize and permit all employees to take rest periods. 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 hours of work, or major fraction thereof. An employer must provide employees with 10 minutes rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on. Furthermore, Labor Code §1198 provides, in pertinent part: . . . The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

40. Plaintiff and aggrieved employees were not permitted to take proper rest periods and/or were required to work during any "rest periods" in contravention of California law. Further, Plaintiff and other aggrieved employees were required to waive the taking of their rest breaks because of the business of Defendants' operations, and/or were coerced not to take legally mandated rest periods by Defendants' criticizing, disciplining and/or reprimanding Plaintiff and other aggrieved employees who attempted to take legally required rest periods; failed to schedule rest periods; and pressured Plaintiff and aggrieved employees

to remain available during the workday.

41. Defendants further failed to pay Plaintiff and aggrieved employees a missed rest period premium payment for each rest period that was not authorized or permitted, and/or failed to pay such rest period premium at Plaintiff and aggrieved employees' regular rate of pay.

42. Pursuant to Labor Code §226.7(b) and IWC Wage Orders, if an employer fails to provide an employee a rest period in accordance with the applicable provisions of the IWC Wage Orders, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

43. As such, Plaintiff and aggrieved employees' are entitled to an additional one hour of pay for each day in which they were not provided a proper rest period under the above-described authorities.

44. Labor Code §558 and IWC Wage Orders state, in pertinent part, that any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of any provision regulating hours and days of work in any order of the IWC shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. Pursuant to Labor Code §§558, 1198 and 2699, and/or IWC Wage Orders, Plaintiff and aggrieved employees are entitled to civil penalties for each pay period in which Defendants underpaid their wages as set forth herein. Plaintiff and aggrieved employees seek only to recover the civil penalty provided for in §558(a) for the violations alleged herein, and do not seek to recover underpaid wages.

45. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiff is an aggrieved employee, entitled to recover civil penalties pursuant to the Labor Code, including

but not limited to Labor Code §§558, 2699(f), and applicable IWC Wage Orders.

D. FAILURE TO REIMBURSE EXPENSES

46. Labor Code § 2802(a) states, in pertinent part: "An employer shall 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, or of his or her obedience to the directions of the employer. . .."

47. Defendants required Plaintiff and aggrieved employees to use their cell phones for work purposes, but Defendants failed and refused to reimburse Plaintiff and aggrieved employees the full value for the business use of those cell phones.

48. Defendants' failure to reimburse and/or indemnify Plaintiff and aggrieved employees for these necessary expenditures constitutes a violation of California law.

49. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiff is an aggrieved employee, entitled to recover civil penalties pursuant to the Labor Code, including but not limited to Labor Code § 2699(f).

E. FAILURE TO PROPERLY MAINTAIN AND SUBMIT ACCURATE ITEMIZED WAGE STATEMENTS (Labor Code §226)

50. Labor Code §§226, 1174, and/or the applicable IWC Wage Orders require employers to maintain and provide employees accurate time and employment records, as well as itemized wage statements showing, among other things, gross wages earned, the total hours worked by the employee, all deductions, net wages earned, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Furthermore, the applicable Wage Orders and Labor Code §226 requires every employer to keep accurate information with respect to each employee, including: (1) the employee's full name, home address, occupation, social security number, employee's date of birth, and time records showing when the employee begins and ends each work period; (2) an employee's meal periods; (3) total wages paid each payroll period; and (4) total hours worked

during the payroll period and applicable rates of pay.

51. Defendants failed to properly maintain itemized wage statements in that, among other things, the wage statements provided do not set forth the accurate number of hours worked, correct rates of pay, all overtime compensation, sick pay, meal periods, premium pay, and other related information required by California law. In addition, in implementing their illegal meal and rest period policies and practices regarding Plaintiff and aggrieved employees, Defendants failed to record wages for meal period and rest period premiums and other wages that should have been paid to Plaintiff and aggrieved employees as required by California law. Defendants have failed to record all items delineated in Labor Code §226 and the applicable IWC Wage Orders, and required under Labor Code §1174. Plaintiff is informed and believes that these failures were knowing and intentional by Defendants as Defendants sought to deprive Plaintiff and aggrieved employees of their legitimate right to unpaid wages, and otherwise deprive them of their proper compensation. As a result of Defendants' intentional and knowing failure to maintain adequate itemized statements, Plaintiff and aggrieved employees could not ascertain the actual amount of compensation they earned and/or were entitled to, and thereby are presumed to have suffered cognizable injury pursuant to Labor Code §226(e)(2).

52. Pursuant to Labor Code §226(e), an employee who suffers injury as a result of an employer's knowing and intentional failure to comply with subdivision (a), is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees.

53. Pursuant to Labor Code §226.3, "[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation. . .."

54. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiff is an aggrieved employee, entitled to recover civil penalties pursuant to the Labor Code, including but not limited to Labor Code §§226.3, 1174.5 and 2699(f), as well as reasonable attorneys' fees and costs.

F. WAITING TIME PENALTIES (Labor Code §§201-203)

55. Labor Code §201 states that an employer is required to provide an employee who is terminated all unpaid wages immediately upon termination.

56. Plaintiff is informed and believes and thereon alleges that Defendants failed to pay Plaintiff and aggrieved employees all wages due and owing immediately upon termination, thereby violating Labor Code §201.

57. Labor Code §202 states, in pertinent part, that an employer is required to provide an employee who quits his or her employment all wages due and owing not later than 72 hours thereafter.

58. Plaintiff is informed and believes and thereon alleges that Defendants failed to pay Plaintiff and aggrieved employees all wages due and owing upon voluntary resignation, thereby violating Labor Code §202.

59. Labor Code §203 states that if an employer willfully fails to pay an employee wages according to Labor Code §§201 and 202, these wages shall continue as a penalty for up to a maximum of 30 days.

60. Defendants willfully withheld paying Plaintiff and aggrieved employees wages thereby violating Labor Code §203, as further set forth herein.

61. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiff is an aggrieved employee, entitled to recover civil penalties for the above violations, pursuant to the Labor Code, including but not limited to Labor Code §§256 and 2699(f).

G. ALL CLAIMS

62. Pursuant to Labor Code §2699, Plaintiff seeks to recover civil penalties, as otherwise provided by statute and wage order, for which Defendants are liable as a result of

their violations of the Labor Code and applicable Wage Order(s) in an amount to be proven at trial. These penalties include, but are not limited to, those provided by Labor Code §§210, 225.5, 226.3, 248.5, 256, 558, 1174.5, 1197.1, and 2699. Plaintiff further seeks an award of reasonable attorneys' fees and costs pursuant to the Labor Code §2699(g)(1) and any other applicable statute.

WHEREFORE, Plaintiff prays:

a. For civil penalties pursuant to Labor Code §2699(f), in addition to and entirely independent and apart from other penalties in the Labor Code and for Labor Code violations without a specific civil penalty, in the amount of $100 for each aggrieved employee per pay period for each violation, and $200 for each aggrieved employee per pay period for each subsequent violation;

b. For civil penalties pursuant to Labor Code §558, as follows:

   i. For any initial violation, fifty dollars ($50) for each aggrieved underpaid employee for each pay period for which the employee was underpaid;

   ii. For each subsequent violation, one hundred dollars ($100) for each aggrieved underpaid employee for each pay period for which the employee was underpaid;

c. For civil penalties pursuant to Labor Code §1197.1, as follows:

   i. For any initial violation that is intentionally committed, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid;

   ii. For each subsequent violation for the same offense, two hundred fifty dollars ($250) for each aggrieved underpaid employee for each pay period for which the employee was underpaid regardless of whether the initial violation is intentionally committed;

d. For civil penalties per Labor Code §226.3 in the amount of $250 for each

aggrieved employee per pay period for each violation, and $1,000 for each aggrieved employee per pay period for each subsequent violation;

e. For civil penalties per Labor Code §1174.5 in the amount of $500 for each willful failure to maintain records as required by Labor Code §1174(c);

f. For civil penalties per Labor Code §256 in the amount of one day of pay, at the same rate, for each day that an aggrieved employee was paid late, at the time of termination, until payment was/is made, up to a maximum of thirty (30) days;

g. For civil penalties per Labor Code §210 in the amount of $100 for each failure to pay each employee, and for each subsequent violation, or any willful or intentional violation, $200 for each failure to pay each employee;

h. For reasonable attorneys' fees and costs incurred; and

i. For such relief as this Court may deem just and proper.

Dated: May 13, 2026

BARTZ LAW GROUP, APC

By: /s/ Aaron A. Bartz
AARON A. BARTZ
Attorneys for Plaintiff ILIARA SICURO SMITH

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial on all issues triable to a jury.

Dated: May 13, 2026

BARTZ LAW GROUP, APC

By: /s/ Aaron A. Bartz
AARON A. BARTZ
Attorneys for Plaintiff ILIARA SICURO SMITH