

**LAUREL EMPLOYMENT LAW**

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the State of California and Aggrieved Employees*

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF RIVERSIDE**

JOSHUA C. SIPA and JOSHUA GREEN,  
individually and on behalf of the State of  
California and Aggrieved Employees,

Plaintiff,

vs.

DREAM ENTERTAINMENT, INC., a  
Nevada Corporation; and DOES 1 through  
10, Inclusive,

Defendants.

Case No.: **CVRI 2506758**

**COMPLAINT FOR CIVIL PENALTIES  
PURSUANT TO THE CALIFORNIA LABOR  
CODE § 2699(a) & (f)**

**PRIVATE ATTORNEYS GENERAL ACT  
OF 2004**

COMES NOW Plaintiff JOSHUA C. SIPA and JOSHUA GREEN (“Sipa and Green” or “Plaintiff”) on behalf of themselves, the State of California, and all other Aggrieved Employees, hereby brings this Representative Action Complaint against Defendant DREAM ENTERTAINMENT, INC., and DOES 1 through 10 (“Dream Entertainment” or “Defendants”), inclusive, and alleges as follows:

**SUMMARY**

1. Sipa and Green and the Aggrieved Employees, on behalf of the State of California and the Aggrieved Employees, bring this representative enforcement action pursuant to the California Labor Code Private Attorneys General Act of 2004 (“PAGA”) to recover civil penalties against Dream Entertainment for pervasive and systemic violations of the California Labor Code and applicable Industrial Welfare Commission (“IWC”) Wage Orders, including IWC Wage Order No. 16-2001.

2. Sipa and Green, along with the Aggrieved Employees, worked for Dream Entertainment as non-exempt event-production technicians, performing tasks such as stage-building, load-in/load-out, and related labor across multiple job sites in California, including those within Riverside County and Los Angeles County. During the statutory period—beginning one year and sixty-five (65) days before the filing of this Complaint through final resolution of this Action—Dream Entertainment employed Sipa and Green and the Aggrieved Employees under uniform, statewide policies that deprived them of wages, breaks, records, and statutory protections guaranteed under California law.

3. Dream Entertainment willfully misclassified Sipa and Green and the Aggrieved Employees as independent contractors in violation of Lab. Code § 226.8, despite exercising complete control over their schedules, assignments, supervision, and manner of work. Dream Entertainment required workers to submit W-9 forms but never issued 1099s or W-2s, and imposed working conditions inconsistent with an independent-contractor relationship, while benefiting from labor integral to its core business operations.

4. Sipa and Green and the Aggrieved Employees regularly worked extended shifts under Dream Entertainment’s direction but were denied all wages owed—including minimum wages, straight-time wages, and agreed-upon hourly wages—in violation of Lab. Code §§ 1194, 1197, and 204. Workers routinely went unpaid for weeks or months, and some were issued checks that were returned as fraudulent. Dream Entertainment also failed to reimburse substantial business expenditures (including mileage to worksites such as Palm Springs and Burbank) in violation of Lab. Code § 2802.

5. Dream Entertainment systematically denied Sipa and Green and the Aggrieved Employees compliant meal and rest periods in violation of Lab. Code §§ 226.7 and 512. Workers were told to continue working during break windows, were denied second meal periods on shifts exceeding ten (10) hours, and were forced to work through break periods, including during extreme-heat conditions exceeding 109 degrees. Dream Entertainment never provided premium compensation for missed or shortened breaks, as required by California law and IWC Wage Order No. 16-2001.

6. Dream Entertainment failed to maintain or preserve payroll records and failed to provide accurate, itemized wage statements in violation of Lab. Code §§ 226(a), 1174, and 1174.5. Sipa and Green, and the Aggrieved Employees received no wage statements whatsoever, and Dream Entertainment kept no accurate records of hours worked or wages earned. Upon request for copies of wage-statement records pursuant to Lab. Code § 226(b)–(c), Dream Entertainment refused to respond within the statutory period—or at all—and instead responded with hostility.

7. Dream Entertainment also failed to pay all wages due upon separation of employment in violation of Lab. Code §§ 201–204. Workers were discharged or stopped receiving assignments without being paid final wages, premium wages, or unreimbursed expenses. Dream Entertainment ignored repeated requests for final payment from Sipa and Green, and the Aggrieved Employees.

8. Accordingly, Sipa and Green and the Aggrieved Employees bring this PAGA Action to challenge Dream Entertainment’s unlawful policies and practices, including: (1) Failing

1 to pay all wages owed under Lab. Code §§ 1194, 1197, 204, and 210; (2) Willfully misclassifying  
2 workers in violation of Lab. Code § 226.8; (3) Failing to provide compliant meal and rest periods  
3 and premium compensation under Lab. Code §§ 226.7 and 512 and IWC Wage Order No. 16-2001;  
4 (4) Failing to provide accurate itemized wage statements under Lab. Code § 226(a); (5) Failing to  
5 maintain and produce payroll records under Lab. Code §§ 1174 and 1174.5; (6) Failing to provide  
6 wage-statement records upon request in violation of Lab. Code § 226(b)–(c); (7) Failing to  
7 reimburse necessary business expenses under Lab. Code § 2802; and (8) Failing to pay wages upon  
8 separation under Lab. Code §§ 201–204.

9           9.       Sipa and Green and the Aggrieved Employees seek to recover all civil penalties  
10 available under PAGA on behalf of the State of California and the Aggrieved Employees and seek  
11 to remedy the unlawful wage-and-hour practices Dream Entertainment has imposed—and  
12 continues to impose—on its California workforce, which have deprived Sipa and Green and the  
13 Aggrieved Employees of their lawfully earned compensation.

#### THE PARTIES

14           10.       Sipa and Green, and the Aggrieved Employees worked for Dream Entertainment as  
15 non-exempt event-production technicians in California during the statutory period relevant to this  
16 Action. Their work included constructing stages, loading and unloading equipment, and  
17 performing manual labor at event sites across Riverside County, Los Angeles County, and other  
18 locations in California. Throughout their employment, Dream Entertainment classified Sipa and  
19 Green, as well as the Aggrieved Employees, as independent contractors rather than employees,  
20 despite exercising full control over their schedules, work assignments, job duties, and working  
21 conditions.  
22

23           11.       Throughout their employment, Dream Entertainment failed to provide Sipa and  
24 Green and the Aggrieved Employees with compliant meal and rest periods and failed to pay them  
25 the required premium compensation for each day in which a compliant meal or rest period was not  
26 provided, as required by Lab. Code §§ 226.7 and 512 and IWC Wage Order No. 16-2001. Dream  
27 Entertainment further failed to pay Sipa and Green and the Aggrieved Employees all wages owed,  
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including minimum wages, straight-time wages, and final wages due upon separation, in violation of Lab. Code §§ 1194, 1197, 201–204, and 204.

12. Sipa and Green and the Aggrieved Employees bring this Action on behalf of the State of California and on behalf of all current and former California workers employed by Dream Entertainment who suffered one or more of the Labor Code violations suffered by Sipa and Green and the Aggrieved Employees, as enumerated under Lab. Code §§ 2698 *et seq.*, at any time beginning one year and sixty-five (65) days before the filing of this Complaint through final resolution of this Action. These individuals are collectively referred to as the “Aggrieved Employees.”

13. Sipa and Green, and the Aggrieved Employees are each an “Aggrieved Employee” within the meaning of Lab. Code § 2699(c) because Dream Entertainment employed them in California and because they suffered one or more of the Labor Code and/or Wage Order violations alleged in this Complaint during the applicable limitations period.

14. Sipa and Green, and the Aggrieved Employees were employees of Dream Entertainment within the meaning of the Labor Code and IWC Wage Order No. 16-2001 during all relevant times. Dream Entertainment uniformly misclassified these workers as independent contractors, in violation of Lab. Code § 226.8, and failed to provide them with overtime wages, minimum wages, meal- and rest-period premiums, timely final wages, compliant wage statements, payroll records, and reimbursement of necessary business expenses, all in violation of the California Labor Code and applicable Wage Orders.

15. Dream Entertainment is a Nevada corporation with its headquarters and principal place of business located at **1660 Helm Drive, Suite 200, Las Vegas, Nevada 89119**. Dream Entertainment may be served with process through its registered agent, **Anthony Raia**, at the same address.

16. Dream Entertainment was the employer—and, where applicable, the person(s) acting on behalf of the employer—of Sipa and Green and the Aggrieved Employees within the

1 meaning of Lab. Code §§ 1194, 1197, 226(a), 226.8, 226.7, 2802, 510, 512, 1174, and 1174.5, and  
2 therefore is liable for the civil penalties and relief sought in this PAGA Action.

### 3 JURISDICTION & VENUE

4 17. This Court has jurisdiction over the State of California's claims for civil penalties,  
5 by and through Sipa and Green and the Aggrieved Employees as the deputized PAGA  
6 representatives, pursuant to Article VI, § 10 of the California Constitution, which grants the  
7 Superior Court original jurisdiction over all causes except those given by statute to other courts.  
8 The statute under which this Action is brought—Lab. Code §§ 2698–2699.8—does not confer  
9 jurisdiction on any other tribunal; therefore, jurisdiction properly lies with this Court.

10 18. Sipa and Green and the Aggrieved Employees electronically submitted their written  
11 PAGA Notice to the Labor and Workforce Development Agency (“LWDA”) in compliance with  
12 Lab. Code § 2699.3(a)(1). More than sixty-five (65) days have elapsed without notice from the  
13 LWDA of its intent to investigate the alleged violations. Accordingly, Sipa and Green, and the  
14 Aggrieved Employees have satisfied all administrative prerequisites to commencing this civil  
15 action pursuant to Lab. Code § 2699.3(a)(2).

16 19. This Court has personal jurisdiction over Dream Entertainment because Dream  
17 Entertainment is a Nevada corporation that has purposefully availed itself of the benefits and  
18 protections of California by conducting business within the State, including employing Sipa and  
19 Green, and the Aggrieved Employees in California and directing their work at multiple California  
20 worksites. Dream Entertainment's actions giving rise to liability under PAGA occurred within  
21 California, and Dream Entertainment reaped economic benefits from labor performed in the State.

22 20. Venue is proper in this judicial district pursuant to Code of Civil Procedure §§ 393  
23 and 395.5 because Dream Entertainment employed Sipa and Green and the Aggrieved Employees  
24 at worksites located within Riverside County; because the violations alleged herein—including  
25 violations of Lab. Code §§ 1194, 1197, 204, 201–204, 226(a), 226(b)–(c), 226.7, 512, 2802, 1174,  
26 1174.5, and 226.8—arose, in whole or in substantial part, within this County; and because Dream  
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Entertainment conducted business operations here. As such, liability under PAGA arises in this County.

21. As a representative enforcement action brought under the PAGA, this matter is not removable to federal court under 28 U.S.C. §§ 1331–1332 or any related jurisdictional statute because PAGA civil-penalty actions are brought on behalf of the State of California and do not confer federal jurisdiction.

22. Accordingly, jurisdiction and venue are proper in the Superior Court of the State of California, County of Riverside.

### FACTUAL ALLEGATIONS

23. Dream Entertainment provides event-production labor, including stage construction, technical setup, and related on-site work for events throughout California. To perform these services, Dream Entertainment engages workers—including Sipa and Green, and the Aggrieved Employees—to carry out manual, non-exempt tasks essential to its business operations. These tasks include building stages, loading and unloading equipment, performing physical labor at event venues, traveling long distances to job sites, and completing assignments under the direction and control of Dream Entertainment’s supervisors.

24. Dream Entertainment uniformly misclassified Sipa and Green and the Aggrieved Employees as independent contractors in violation of Lab. Code § 226.8, even though their job duties were non-exempt, required no independent business operation, and were performed under Dream Entertainment’s supervision and control. Dream Entertainment instructed workers where to report, what tasks to perform, when to begin work, and how the work should be completed. Workers were required to submit W-9 forms but never received 1099s or W-2s, and were paid without any lawful payroll system, demonstrating that the misclassification scheme was intentional and uniform.

25. The work performed by Sipa and Green, and the Aggrieved Employees required manual labor, technical setup, and adherence to Dream Entertainment’s directives. These duties required no advanced academic training, specialized education, or discretion or independent

judgment. Sipa and Green, and the Aggrieved Employees followed established procedures dictated by Dream Entertainment’s supervisors, did not manage or supervise other workers, and did not set their own schedules, rates, or work methods. Their labor was integral to Dream Entertainment’s core business model, making them employees under California law.

26. Dream Entertainment failed to pay Sipa and Green and the Aggrieved Employees all wages owed—including minimum wages and straight-time wages—in violation of Lab. Code §§ 1194, 1197, and 204. Workers routinely went weeks or months without any pay for completed assignments. Some individuals were issued checks that were returned due to fraud, resulting in financial losses. Dream Entertainment knew, or should have known, that California law requires payment of all earned wages no later than the statutory pay periods, yet intentionally withheld compensation.

27. Dream Entertainment also required Sipa and Green, and the Aggrieved Employees to incur significant business expenses—including mileage to distant job sites such as Palm Springs and Burbank—without providing any reimbursement, in violation of Lab. Code § 2802. Workers were promised reimbursement but never received it, despite these travel requirements being imposed solely for Dream Entertainment’s benefit.

28. Dream Entertainment further failed to authorize, permit, or make available compliant meal and rest periods to Sipa and Green and the Aggrieved Employees, in violation of Lab. Code §§ 226.7 and 512 and IWC Wage Order No. 16-2001. Workers were regularly instructed to continue working through breaks, told that breaks would be delayed until work was finished, or simply denied breaks altogether. During extreme-heat assignments, including work performed in temperatures exceeding 109 degrees, workers were not relieved of duties for legally mandated breaks. Despite these violations, Dream Entertainment never paid the required premium compensation.

29. Dream Entertainment did not maintain, preserve, or produce payroll records in violation of Lab. Code §§ 1174 and 1174.5, and did not provide Sipa and Green and the Aggrieved Employees with accurate, itemized wage statements as required by Lab. Code § 226(a). Workers

received no wage statements of any kind, and Dream Entertainment kept no reliable timekeeping system. Hours were informally tracked—if at all—on personal phones or not recorded at all. The absence of required payroll records made it impossible for Sipa and Green, and the Aggrieved Employees to verify pay, track hours, or confirm compliance with California labor laws.

30. When Sipa and Green, and the Aggrieved Employees requested copies of wage-statement records pursuant to Lab. Code § 226(b)–(c), Dream Entertainment failed to provide them within twenty-one (21) days or at any time thereafter. Instead, Dream Entertainment refused to communicate, ignored demands for compliance, or responded with hostility.

31. Dream Entertainment also failed to pay Sipa and Green, and the Aggrieved Employees all wages due upon separation of employment in violation of Lab. Code §§ 201–204. Some workers were terminated immediately after becoming ill under extreme working conditions, while others stopped receiving work assignments. None of these workers were paid final wages within the statutory deadlines. Dream Entertainment knew, or should have known, that California law requires immediate payment of final wages to discharged employees and payment within seventy-two (72) hours following voluntary separation.

32. Dream Entertainment applied these unlawful practices uniformly to all Aggrieved Employees. The misclassification scheme, nonpayment of wages, denial of breaks, failure to reimburse expenses, absence of payroll records, failure to provide wage statements, and failure to timely pay final wages were systemic, intentional, and carried out in bad faith.

33. As a result of Dream Entertainment’s conduct, Sipa and Green and the Aggrieved Employees suffered substantial unpaid wages, unreimbursed expenses, missed break premiums, loss of statutory rights, and other harm compensable through civil penalties under the California Labor Code and PAGA.

#### **PAGA NOTICE REQUIREMENT**

Sipa and Green exhausted the notice requirement by filing a notice with the LWDA, as required under the PAGA, as stated in their letter dated September 15, 2025. A true and correct copy of Sipa and Green’s letter is attached hereto as Exhibit A and is incorporated herein by reference.

As of the filing of this complaint, the LWDA has not provided notice of its intent to investigate the alleged violations, nor has it assumed jurisdiction over the applicable penalty claims alleged. Therefore, Sipa and Green have exhausted the procedural requirement under PAGA to pursue all civil penalty claims as provided under PAGA.

Throughout the relevant time period, Dream Entertainment employed numerous other non-exempt employees in California, who, on information and belief, were subjected to the same unlawful policies and practices described herein. As a direct result of Dream Entertainment's unlawful policies and practices, Sipa and Green, and Aggrieved Employees have suffered harm. They are entitled to recover civil penalties pursuant to Labor Code sections 2698, *et seq.*

**COUNT I**

**PENALTIES PURSUANT TO LABOR CODE § 2699(a)**

34. Sipa and Green incorporate all other paragraphs by reference.

35. Labor Code § 2699(a) provides:

Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees.

36. Labor Code § 203 provides, in relevant part:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, 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 therefore is commenced; but the wages shall not continue for more than 30 days.

37. Labor Code § 226(a) provides:

Every employer shall, semimonthly or 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, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (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 his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

38. Labor Code § 226(e)(1) provides:

An employee suffering injury as a result of a knowing and intentional failure by an employer 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 to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

39. Labor Code § 226.3 provides:

Any 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, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law. In enforcing this section, the Labor Commissioner shall take into consideration whether the violation was inadvertent, and in his or her discretion, may decide not to penalize an employer for a first violation when that violation was due to a clerical error or inadvertent mistake.

40. Labor Code § 226.8 provides:

(a) It is unlawful for any person or employer to engage in any of the following activities: (1) Willful misclassification of an individual as an independent contractor. ... (b) If the [LWDA] or a court issues a determination that a person or employer has engaged in any of the enumerated violations of subdivision (a), the person or employer

shall be subject to a civil penalty of not less than five thousand dollars (\$5,000) and not more than fifteen thousand dollars (\$15,000) for each violation, in addition to any other penalties or fines permitted by law. (c) If the [LWDA] or a court issues a determination that a person or employer has engaged in any of the enumerated violations of subdivision (a) and the person or employer has engaged in or is engaging in a pattern or practice of these violations, the person or employer shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than twenty-five thousand dollars (\$25,000) for each violation, in addition to any other penalties or fines permitted by law.

41. Labor Code § 558(a) and (c) provide:

(a) Any employer [] who violates, or causes to be violated, a section of this chapter or any provisions regulating hours and days of work in any order of the Industrial Welfare Commission 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.... (c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

42. Labor Code § 1174(d) requires every person employing labor in California to, among other things:

Keep at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments.

43. Labor Code § 1174.5 subjects any person who willfully fails to maintain records required by Labor Code § 1174 to a civil penalty of \$500.

44. Sipa and Green, and the Aggrieved Employees seek civil penalties pursuant to Lab. Code § 2699(a) for each failure by Dream Entertainment, as alleged in this Complaint, to timely pay all wages owed to Sipa and Green and the Aggrieved Employees in violation of Lab. Code §§ 201-203, enforceable under the penalty scheme incorporated by Lab. Code § 203. Sipa and Green

and the Aggrieved Employees seek such penalties as an alternative to the individual penalties available under Lab. Code § 203.

45. Sipa and Green, and the Aggrieved Employees further seek civil penalties pursuant to Lab. Code § 2699(a) for each failure by Dream Entertainment to provide accurate, itemized wage statements in compliance with Lab. Code § 226(a), including penalties in the amounts established by Lab. Code § 226(e), and for each failure to provide wage-statement records upon request in violation of Lab. Code § 226(b)–(c).

46. Sipa and Green, and the Aggrieved Employees additionally seek civil penalties under Lab. Code § 558, as incorporated through Lab. Code § 2699(a), for each pay period in which Dream Entertainment failed to pay all overtime wages owed under Lab. Code § 510, all minimum wages owed under Lab. Code §§ 1194 and 1197, and all wages required under IWC Wage Order No. 16-2001. These penalties apply to each pay period in which Sipa and Green, and the Aggrieved Employees were unlawfully denied overtime premiums or minimum compensation.

47. Sipa and Green, and the Aggrieved Employees also seek civil penalties pursuant to Lab. Code § 2699(a) for Dream Entertainment’s violations of Lab. Code § 226.8 for willful misclassification; Lab. Code §§ 226.7 and 512 for failure to authorize, permit, and provide compliant meal and rest periods; Lab. Code § 2802 for failure to reimburse necessary business expenses; and Lab. Code §§ 1174 and 1174.5 for failure to maintain or produce payroll records, along with any other Labor Code violations alleged herein that carry penalties enforceable under § 2699(a).

48. Pursuant to Lab. Code § 2699.3(a)(1)–(2), Sipa and Green, and the Aggrieved Employees provided written notice to the Labor and Workforce Development Agency of their intent to pursue these PAGA claims. More than sixty-five (65) days have elapsed without notice of Agency intent to investigate. Accordingly, Sipa and Green and the Aggrieved Employees have satisfied all administrative prerequisites to filing this Action under Lab. Code § 2699.3(a).

49. Sipa and Green and the Aggrieved Employees seek the above-referenced civil penalties on behalf of the State of California and the Aggrieved Employees pursuant to Lab. Code

§ 2699(g) and § 2699(i). Dream Entertainment is liable to the State and to the Aggrieved Employees for the full amount of civil penalties recoverable through this Action, together with applicable interest.

50. Sipa and Green and the Aggrieved Employees are also entitled to recover reasonable attorneys' fees and costs pursuant to Lab. Code § 2699(g)(1) and any other applicable authority.

51. Wherefore, Sipa and Green, and the Aggrieved Employees request relief as hereinafter provided.

## COUNT II

### **PENALTIES PURSUANT TO LABOR CODE § 2699(f)**

52. Sipa and Green incorporate all other paragraphs by reference.

53. Labor Code § 2699(f) provides:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: ... (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

54. Labor Code § 200 defines wages as "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation." All such wages are subject to California's overtime and double time requirements, including those set forth above.

55. Labor Code § 204(a) provides that "[a]ll wages . . . earned by any person in any employment are due and payable twice during each calendar month[.]"

56. Labor Code § 510(a) provides as follows:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated

at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee.

57. IWC Wage Order 16-2001(3)(A)(1) states that employees:

...shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than ... [o]ne and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek....

58. Labor Code § 1194(a) provides as follows:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorneys' fees, and costs of suit.

59. Labor Code § 1198 makes it unlawful for employers to employ employees under conditions that violate relevant Wage Order(s).

60. To the extent that any violation alleged in this Complaint does not carry civil penalties enforceable under Lab. Code § 2699(a), Sipa and Green and the Aggrieved Employees seek civil penalties pursuant to Lab. Code § 2699(f) for each pay period in which Sipa and Green, and the Aggrieved Employees were aggrieved by Dream Entertainment's violations of Labor Code provisions that do not themselves provide a civil penalty.

61. Sipa and Green, and the Aggrieved Employees seek civil penalties under Lab. Code § 2699(f) for Dream Entertainment's violations of Lab. Code §§ 226.7, 512, 1194, 1197, 1198, 2802, 1174, 1174.5, 226(a), and 226(b)-(c), to the extent these violations fall under the default-penalty

framework of Lab. Code § 2699(f). These violations include the failure to authorize, permit, and provide compliant meal and rest periods; the failure to pay minimum wages; the failure to reimburse necessary business expenses; the failure to maintain payroll records; the failure to provide accurate itemized wage statements; and the failure to timely provide wage-statement records upon request.

62. Pursuant to Lab. Code § 2699.3(a)(1)–(2), Sipa and Green, and the Aggrieved Employees provided written notice to the LWDA of their intention to pursue these PAGA claims. More than sixty-five (65) days have passed without notice of the Agency's intent to investigate, and therefore, all administrative prerequisites to filing this Action have been satisfied.

63. Under Lab. Code § 2699(f)(2), Dream Entertainment is subject to civil penalties of one hundred dollars (\$100) per aggrieved employee per pay period for each initial violation of a Labor Code provision that does not provide a civil penalty, and two hundred dollars (\$200) per aggrieved employee per pay period for each subsequent violation.

64. Dream Entertainment is liable to the State of California and to Sipa and Green, and the Aggrieved Employees for all civil penalties recoverable under Lab. Code § 2699(f), together with applicable interest.

65. Sipa and Green and the Aggrieved Employees are also entitled to an award of reasonable attorneys' fees and costs pursuant to Lab. Code § 2699(g)(1).

66. Wherefore, Sipa and Green, and the Aggrieved Employees request relief as hereinafter provided.

#### **RELIEF REQUESTED**

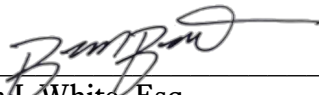
WHEREFORE, Sipa and Green, on behalf of the State of California and the Aggrieved Employees, request the following relief:

- a. A declaratory judgment that Defendants' conduct violated the Labor Code as alleged herein;
- b. An order awarding civil penalties against Defendants to the fullest extent provided for by PAGA;

- c. An award of attorneys' fees, costs, and expenses as provided by the California Labor Code, including Labor Code § 2699(g)(1); California Code of Civil Procedure §1021.5; and/or any other applicable law;
- d. Pre- and post-judgment interest on any amounts awarded at the highest applicable rate allowed by law; and
- e. Such other and further relief as this Court deems just and proper.

Dated: November 19, 2025

**LAUREL EMPLOYMENT LAW APC**

  
 Joshua I. White, Esq.  
 Brendan J. Burton, Esq.

*Attorneys for Joshua C. Sipa and Joshua Green, on  
 Behalf of the State of California and Aggrieved  
 Employees*