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SUPERIOR COURT OF CALIFORNIA

COUNTY OF RIVERSIDE

KYRAN D. GWILT, 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.: CVRI2506683 **COMPLAINT FOR CIVIL PENALTIES PURSUANT TO THE CALIFORNIA LABOR CODE § 2699(a) & (f)** **PRIVATE ATTORNEYS GENERAL ACT OF 2004**

COMES NOW Plaintiff KYRAN D. GWILT ("Gwilt" or "Plaintiff") on behalf of himself, 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. Gwilt, on behalf of the State of California and the Aggrieved Employees, brings this enforcement action pursuant to the California Labor Code Private Attorneys General Act of 2004, as amended (PAGA), to recover civil penalties against Dream Entertainment for systemic wage-and-hour violations occurring in California.

2. Gwilt seeks to recover such civil penalties for the State of California and the Aggrieved Employees who worked for Dream Entertainment in California and who were (1) misclassified as independent contractors in violation of Lab. Code § 226.8; (2) denied all wages owed (including non-overtime and overtime wages) in violation of Lab. Code §§ 510 and 1194; (3) not provided compliant meal periods in violation of Lab. Code § 512; (4) not authorized or permitted to take compliant rest periods in violation of Lab. Code § 226.7; (5) denied timely payment of wages when due in violation of Lab. Code § 204; (6) denied timely payment of all final wages following separation in violation of Lab. Code §§ 201–202; (7) denied accurate, itemized wage statements in violation of Lab. Code § 226(a); (8) denied timely access to wage-statement records in violation of Lab. Code § 226(b)–(c); (9) subjected to an employer that failed to maintain required payroll records in violation of Lab. Code §§ 1174 and 1174.5; and (10) denied timely access to personnel records in violation of Lab. Code § 1198.5, at any time since one year and 65 days before the filing of this Complaint until the final resolution of this Action.

3. Gwilt and the Aggrieved Employees worked for Dream Entertainment as non-exempt technicians performing stage construction, lighting, electrical setup, and related technical labor at job sites throughout California, including Palm Springs and Burbank. These occupations fall under IWC Wage Order No. 4-2001, which governs professional, technical, mechanical, and similar occupations. Dream Entertainment exercised full control over the manner, means,

schedule, and hours of work performed by Gwilt and the Aggrieved Employees, notwithstanding their misclassification as independent contractors.

4. Gwilt and the Aggrieved Employees regularly worked more than 8 hours per day, often between 12 and 14 hours, and frequently performed multi-day jobs on extended shifts. Despite this, Dream Entertainment did not pay overtime wages as required by Lab. Code § 510. Instead, Dream Entertainment uniformly misclassified Gwilt and the Aggrieved Employees as independent contractors, paid them a flat hourly rate, and denied premium overtime compensation.

5. Dream Entertainment's uniform misclassification and failure to pay overtime violate Lab. Code §§ 510 and 1194 and the applicable provisions of IWC Wage Order No. 4-2001. As a result, Dream Entertainment deprived Gwilt and the Aggrieved Employees of the "time-and-a-half" and "double-time" premium wages owed for hours worked beyond statutory limits.

6. Dream Entertainment also failed to authorize, permit, or make available compliant meal periods to Gwilt and the Aggrieved Employees in violation of Lab. Code § 512, despite daily shifts that routinely exceeded 10 hours. Meal periods were not scheduled, were not duty-free, and were frequently missed entirely due to production demands.

7. Similarly, Dream Entertainment failed to authorize, permit, or make available compliant rest periods to Gwilt and the Aggrieved Employees for every four hours worked or major fraction thereof in violation of Lab. Code § 226.7. Gwilt and the Aggrieved Employees were routinely required to continue working through rest periods without premium compensation.

8. Despite failing to provide compliant meal and rest periods, Dream Entertainment did not pay the mandatory premium wages for the first missed meal or rest period each day as required by Lab. Code § 226.7.

9. Dream Entertainment further violated the itemized wage-statement provisions of the Labor Code and IWC Wage Order No. 4-2001 by issuing payments in cash or through Cash App without providing wage statements that accurately reflected hours worked, hourly rates, total wages earned, employer identification, pay periods, or lawful deductions, in violation of Lab. Code

§ 226(a). Additionally, Dream Entertainment failed to produce wage-statement records upon request in violation of Lab. Code § 226(b)–(c).

10. As an extension of its unlawful payroll practices, Dream Entertainment failed to maintain required payroll records for Gwilt and the Aggrieved Employees, including daily hours worked and wages paid, in violation of Lab. Code §§ 1174 and 1174.5. Dream Entertainment also failed to provide personnel-file documents upon request in violation of Lab. Code § 1198.5.

11. Dream Entertainment further failed to timely pay wages when due—issuing late, irregular, or incomplete payments, including failing to pay Gwilt and the Aggrieved Employees for full shifts worked—notably failing to pay Gwilt for the hours he worked on July 6, 2025, in violation of Lab. Code § 204. Dream Entertainment also failed to pay all final wages owed following separation of employment in violation of Lab. Code §§ 201–202.

12. The violations culminated in Dream Entertainment terminating Gwilt and the Aggrieved Employees after Gwilt suffered a heat-related medical emergency caused by unsafe working conditions at a Palm Springs job site. Dream Entertainment refused to pay him for the hours already worked that day and terminated him through indirect communication, further compounding its violations of Lab. Code §§ 201–202 and related provisions of IWC Wage Order No. 4-2001.

13. Gwilt brings these claims pursuant to PAGA to challenge Dream Entertainment's unlawful policies and practices, including:

14. (1) failing to pay all wages owed, including overtime wages, pursuant to Lab. Code §§ 510 and 1194; (2) failing to provide accurate, timely wage statements and copies thereof pursuant to Lab. Code § 226(a) and § 226(b)–(c); (3) failing to authorize, permit, and/or make available compliant meal and rest periods pursuant to Lab. Code §§ 226.7 and 512; (4) failing to timely pay wages when due and failing to timely pay all wages following separation in violation of Lab. Code §§ 201–204; (5) failing to maintain payroll records pursuant to Lab. Code §§ 1174 and 1174.5; and (6) failing to provide timely personnel-file access pursuant to Lab. Code § 1198.5.

15. Gwilt brings this action to recover all civil penalties and related PAGA remedies on behalf of the State of California and the Aggrieved Employees and seeks declaratory and injunctive

relief to remedy Dream Entertainment's ongoing unlawful practices and to ensure compliance with the Labor Code and applicable IWC Wage Order protections.

THE PARTIES

16. Gwilt and the Aggrieved Employees worked for Dream Entertainment in California as non-exempt technicians performing stage construction, lighting, electrical setup, and related technical labor at various job sites including Palm Springs and Burbank. Gwilt's employment with Dream Entertainment lasted from approximately May 2025 through July 6, 2025, when Dream Entertainment terminated him after he became unable to continue working due to a heat-related illness caused by unsafe working conditions.

17. Throughout the period of employment, Dream Entertainment uniformly misclassified Gwilt and the Aggrieved Employees as independent contractors rather than employees, in violation of Lab. Code § 226.8. Dream Entertainment exercised full control over the schedules, hours, duties, manner, and means of work performed by Gwilt and the Aggrieved Employees, while failing to provide any of the rights and protections afforded to employees under California law.

18. Throughout the employment period, Dream Entertainment failed to pay Gwilt and the Aggrieved Employees overtime wages for hours worked in excess of eight (8) hours per day, in violation of Lab. Code §§ 510 and 1194, despite routinely requiring workdays spanning 12 to 14 hours. Dream Entertainment also failed to provide compliant meal periods in violation of Lab. Code § 512 and failed to authorize or permit compliant rest periods in violation of Lab. Code § 226.7, while also failing to pay any legally required premium wages for missed meal or rest periods. Dream Entertainment further failed to provide accurate itemized wage statements in violation of Lab. Code § 226(a), and failed to maintain legally required payroll records in violation of Lab. Code §§ 1174 and 1174.5.

19. Dream Entertainment also failed to timely pay earned wages to Gwilt and the Aggrieved Employees when due, in violation of Lab. Code § 204, and failed to pay all final wages owed at the time of separation from employment, in violation of Lab. Code §§ 201–202. Dream Entertainment additionally failed to provide wage-statement records upon request in violation of

Lab. Code § 226(b)–(c), and failed to provide personnel records upon request as required by Lab. Code § 1198.5.

20. Gwilt brings this action on behalf of the State of California and on behalf of all current and former workers of Dream Entertainment who performed work in California and who suffered one or more of the Labor Code violations that Gwilt and the Aggrieved Employees suffered, as enumerated in Lab. Code §§ 2698 *et seq.*, at any time since one year and 65 days before the filing of this Complaint through final resolution of this Action. These individuals are collectively referred to as the Aggrieved Employees.

21. Gwilt is an "Aggrieved Employee" within the meaning of Lab. Code § 2699(c) because Dream Entertainment employed him in California and because he suffered one or more of the alleged Labor Code and/or IWC Wage Order violations within the PAGA limitations period. Gwilt and the Aggrieved Employees were employees of Dream Entertainment within the meaning of the Labor Code and IWC Wage Order No. 4-2001, notwithstanding Dream Entertainment's unlawful misclassification scheme.

22. Dream Entertainment is a corporate entity operating under the name Dream Entertainment Inc. Dream Entertainment's business address includes 1660 Helm Drive, Las Vegas, Nevada 89119, and Dream Entertainment may be served with process through its registered agent, **Anthony Raia, located at 2741 Marysville Avenue, Henderson, Nevada 89052**.

23. Dream Entertainment, including its owners, officers, managing agents, supervisors, and all persons acting on its behalf, jointly employed Gwilt and the Aggrieved Employees, jointly controlled their wages, hours, and working conditions, and jointly caused the underlying PAGA-qualifying violations alleged herein.

Jurisdiction & Venue

24. This Court has jurisdiction over the State of California's claims for civil penalties, by and through Gwilt and the Aggrieved Employees as the deputized PAGA representatives, pursuant to the California Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction over all causes except those given by statute to other courts. The statutes under which

this Action is brought, including Lab. Code §§ 2698–2699.6, do not confer jurisdiction on any other court.

25. Gwilt electronically submitted his written PAGA Notice to the Labor and Workforce Development Agency ("LWDA") on September 15, 2025, in compliance with Lab. Code §§ 2699.3(a)–(c). More than the statutory period has elapsed, and the LWDA has not indicated an intention to investigate, thereby authorizing Gwilt and the Aggrieved Employees to commence this civil action on behalf of the State of California.

26. This Court has personal jurisdiction over Dream Entertainment because Dream Entertainment has purposefully availed itself of the benefits and protections of California law by employing Gwilt and the Aggrieved Employees in California, directing their work within California, and committing the alleged Labor Code violations within California. Dream Entertainment conducted substantial business operations in this State, including employing technicians at job sites in Palm Springs and Burbank.

27. Venue is proper in this judicial district under Code of Civil Procedure §§ 393 and 395.5 because the violations giving rise to this Action occurred in Riverside County. Dream Entertainment employed Gwilt and the Aggrieved Employees in this County, directed them to work at job sites in this County, and committed unlawful acts—including unpaid wages, meal- and rest-period violations, misclassification, and the retaliatory termination of Gwilt—within this County. Accordingly, liability under PAGA arises, at least in part, in Riverside County.

28. As a representative enforcement action brought under the PAGA on behalf of the State of California, this matter is not subject to removal under 28 U.S.C. §§ 1332(a)–(d), as PAGA civil-penalty actions are not removable to federal court.

Factual Allegations

29. Dream Entertainment provides event-production labor and technical services, including the construction of stages, installation of lighting and electrical systems, and related production support for events held throughout California. To perform these services, Dream Entertainment employs field-level production workers, including Gwilt and the Aggrieved Employees, at job sites in California.

30. Dream Entertainment uniformly misclassifies Gwilt and the Aggrieved Employees as independent contractors, despite exercising full control over their schedules, work locations, duties, and hours, in violation of Lab. Code § 226.8. While job titles, project assignments, or specific tasks may differ slightly from one job to the next, all such workers are subjected to the same unlawful misclassification scheme and the same uniform wage-and-hour practices.

31. Gwilt and the Aggrieved Employees performed non-exempt, manual, technical, and mechanical job duties, including assembling stages, loading and unloading equipment, building rigging structures, wiring lighting systems, installing electrical components, and performing general event-production labor. These duties required no advanced degree, specialized academic training, or managerial authority. Gwilt and the Aggrieved Employees carried out line-level fieldwork under the day-to-day direction of Dream Entertainment's supervisors and managers and were not permitted to deviate from established procedures, job instructions, quality standards, or daily work assignments.

32. Dream Entertainment dictated the daily work hours of Gwilt and the Aggrieved Employees, including mandatory start and end times and reporting locations, and required them to track their attendance on manual sign-in sheets maintained by jobsite managers. Dream Entertainment also retained the authority to discipline, terminate, and control all material aspects of employment. These uniform policies show that Gwilt and the Aggrieved Employees were employees under California law, including under IWC Wage Order No. 4-2001, notwithstanding Dream Entertainment's contrary labeling.

33. Gwilt and the Aggrieved Employees regularly worked shifts exceeding 8 hours per day, often 12 to 14 hours, and frequently worked multi-day job assignments requiring consecutive long-hour shifts. Dream Entertainment knew, expected, and required that workers perform these extended hours. However, Dream Entertainment failed to pay any overtime premiums for hours worked in excess of 8 hours per day or 40 hours per week, in violation of Lab. Code §§ 510 and 1194. When Gwilt and the Aggrieved Employees worked more than 12 hours in a day, Dream Entertainment failed to pay double-time wages as required by Lab. Code § 510.

34. In addition to denying overtime compensation, Dream Entertainment also failed to provide compliant meal periods to Gwilt and the Aggrieved Employees. Workers were routinely required to work through the first 5 hours of their shifts without receiving a 30-minute, duty-free, uninterrupted meal break, in violation of Lab. Code § 512. When Gwilt and the Aggrieved Employees worked more than 10 hours in a workday, Dream Entertainment failed to authorize or permit a second compliant meal period as required by law.

35. Likewise, Dream Entertainment failed to authorize and permit 10-minute, duty-free rest periods for every 4 hours worked or major fraction thereof, in violation of Lab. Code § 226.7. Gwilt and the Aggrieved Employees were frequently instructed to continue working through rest periods, to remain available for assignments during attempted breaks, or to skip breaks entirely due to production deadlines.

36. Despite depriving Gwilt and the Aggrieved Employees of required meal and rest periods, Dream Entertainment failed to pay any premium wages for missed, late, or interrupted breaks as required by Lab. Code § 226.7.

37. Dream Entertainment also failed to provide accurate, itemized wage statements to Gwilt and the Aggrieved Employees in violation of Lab. Code § 226(a). Instead, Dream Entertainment issued payments in cash or through peer-to-peer payment applications without itemized wage statements reflecting hours worked, applicable hourly rates, gross wages earned, net wages earned, the employer's legal name and address, or the inclusive dates of the pay period. Because Dream Entertainment misclassified the workers as independent contractors, the wage statements provided—or the complete absence of wage statements—did not show any of the information required by law.

38. Dream Entertainment also failed to produce wage-statement records upon request in violation of Lab. Code § 226(b)–(c), and failed to produce personnel records upon request in violation of Lab. Code § 1198.5.

39. As a direct consequence of Dream Entertainment's misclassification and unlawful pay practices, the hours worked by Gwilt and the Aggrieved Employees were not properly recorded. Dream Entertainment failed to maintain accurate payroll records, including daily hours

worked and wages paid, as required by Lab. Code §§ 1174 and 1174.5. Dream Entertainment's failure to maintain these records was willful and systemic.

40. Dream Entertainment also failed to pay earned wages to Gwilt and the Aggrieved Employees when due, in violation of Lab. Code § 204. Payments were issued sporadically, often late, sometimes not at all, and without any payroll documentation. Dream Entertainment frequently withheld wages for hours already worked, further violating California's timely-pay requirements.

41. These violations culminated on July 6, 2025, when Gwilt and the Aggrieved Employees were assigned to a jobsite in Palm Springs under extreme heat, with temperatures reaching approximately 115 degrees. Dream Entertainment failed to provide water at the start of the shift, failed to provide heat-illness training, and failed to implement safety measures required under California law. After approximately three hours of heavy physical labor in extreme heat, Gwilt and the Aggrieved Employees suffered severe heat-related symptoms. Instead of providing support, Dream Entertainment removed Gwilt from the jobsite, refused to allow him to resume work, and ultimately terminated him through indirect communication from another worker. Dream Entertainment further failed to pay Gwilt and the Aggrieved Employees for the hours worked that day, in violation of Lab. Code §§ 201–202 and related statutes.

42. Dream Entertainment's violations of California wage laws were knowing and willful, and were carried out in bad faith. Its policies and practices caused significant financial harm to Gwilt and the Aggrieved Employees, including unpaid overtime, unpaid straight-time wages, unpaid meal and rest premiums, unpaid final wages, and the loss of statutory rights and protections guaranteed by the Labor Code and applicable IWC Wage Order No. 4-2001.

PAGA NOTICE REQUIREMENT

43. Gwilt 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 Gwilt's letter is attached hereto as **Exhibit A** and is incorporated herein by reference.

44. 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, Gwilt has exhausted the procedural requirement under PAGA to pursue all civil penalty claims as provided under PAGA.

45. 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, Gwilt and Aggrieved Employees have suffered harm. They are entitled to recover civil penalties pursuant to Labor Code §§ 2698, *et seq.*

Count I

Penalties Pursuant to Labor Code § 2699(a)

46. Gwilt incorporates all other paragraphs by reference.

47. 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.

48. 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.

49. 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.

50. 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.

51. 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.

52. 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.

53. 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.

54. 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.

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

56. Gwilt seeks civil penalties pursuant to Labor Code § 2699(a) for Dream Entertainment's willful misclassification of the Aggrieved Employees, including Gwilt, as "independent contractors" rather than as employees.

57. Because Dream Entertainment's willful misclassification is part of a pattern or practice, Gwilt seeks the heightened civil penalties available under Labor Code § 226.8(c).

58. Gwilt 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 in compliance with Lab. Code §§ 201–202, including the penalties established by Lab. Code § 203. Gwilt and the Aggrieved Employees seek such penalties as an alternative to any penalties otherwise available under Lab. Code § 203, where applicable.

59. Gwilt and the Aggrieved Employees also seek civil penalties pursuant to Lab. Code § 2699(a) for each failure by Dream Entertainment to pay earned wages when due in violation of Lab. Code § 204.

60. Additionally, Gwilt and the Aggrieved Employees 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), in the amounts established by Lab. Code § 226(e), and for Dream Entertainment's failure to provide wage-statement records upon request in violation of Lab. Code § 226(b)–(c).

61. Gwilt and the Aggrieved Employees seek further civil penalties in the amounts described under Lab. Code § 558, pursuant to Lab. Code § 2699(a), for each pay period in which Dream Entertainment failed to pay overtime wages and double-time wages in violation of Lab. Code § 510 and applicable IWC Wage Order No. 4-2001.

62. Gwilt and the Aggrieved Employees also seek civil penalties under Lab. Code § 2699(a) for each failure by Dream Entertainment to maintain and preserve payroll records as required by Lab. Code §§ 1174 and 1174.5.

63. Pursuant to Lab. Code § 2699.3(a)(1)–(2), Gwilt and the Aggrieved Employees provided written notice to the Labor and Workforce Development Agency ("LWDA") on September 15, 2025, of their intention to pursue these PAGA claims. More than sixty-five (65) calendar days have elapsed without notice from the LWDA of an intent to investigate.

64. Therefore, Gwilt and the Aggrieved Employees have satisfied all administrative prerequisites required to commence this civil action under Lab. Code § 2699.3(a).

65. Gwilt and the Aggrieved Employees seek the civil penalties described herein on behalf of the State of California and all Aggrieved Employees pursuant to Lab. Code § 2699(g) and § 2699(i). Dream Entertainment is liable to the State of California and to the Aggrieved Employees for the full amount of recoverable civil penalties, together with interest.

66. Gwilt and the Aggrieved Employees are also entitled to recover attorneys' fees and costs pursuant to the applicable provisions of the Labor Code, including Lab. Code § 2699(g)(1).

67. Wherefore, Gwilt and the Aggrieved Employees request relief as set forth below.

COUNT II

PENALTIES PURSUANT TO LABOR CODE § 2699(f)

68. Gwilt incorporates all other paragraphs by reference.

69. 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.

70. 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.

71. 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.]"

72. 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.

73. IWC Wage Order 4-2001(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….

74. 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.

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

76. To the extent any Labor Code violation alleged in this Complaint does not carry its own civil penalty under Lab. Code § 2699(a), Gwilt and the Aggrieved Employees seek civil penalties pursuant to Lab. Code § 2699(f) for each pay period in which an employee was aggrieved, in the amounts established by Lab. Code § 2699(f).

77. Gwilt and the Aggrieved Employees seek civil penalties under Lab. Code § 2699(f) for Dream Entertainment's violations of Labor Code provisions that do not contain an express civil-penalty scheme, including but not limited to violations of Lab. Code §§ 226.7, 512, 1174, 1174.5, 1198, and all other violations alleged in this Complaint for which penalties are recoverable only through the default schedule set forth in Lab. Code § 2699(f).

78. Pursuant to Lab. Code § 2699.3(a)(1)–(2), Gwilt and the Aggrieved Employees provided written PAGA Notice to the LWDA on September 15, 2025, of their intention to pursue these claims. More than sixty-five (65) days have elapsed without the LWDA providing notice of an intent to investigate. Accordingly, Gwilt and the Aggrieved Employees have satisfied all administrative prerequisites for commencing this civil action.

79. Gwilt and the Aggrieved Employees seek the aforementioned penalties on behalf of the State of California and the Aggrieved Employees pursuant to Lab. Code § 2699(g) and § 2699(i).

80. Under Lab. Code § 2699(f)(2), Dream Entertainment is subject to civil penalties of one hundred dollars ($100) for each aggrieved employee per pay period for each initial violation of a Labor Code provision that does not otherwise provide for a civil penalty, provided Dream Entertainment employed one or more employees at the time of the violation. For each subsequent violation of such provisions, Lab. Code § 2699(f)(2) establishes a penalty of two hundred dollars ($200) for each aggrieved employee per pay period.

81. Dream Entertainment is liable to the State of California and to the Aggrieved Employees for the civil penalties recoverable under this Count.

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

83. Wherefore, Gwilt and the Aggrieved Employees request relief as set forth below.

RELIEF REQUESTED

WHEREFORE, Gwilt, on behalf of the State of California and the Aggrieved Employees, requests 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: December 1, 2025

LAUREL EMPLOYMENT LAW APC

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

Attorneys for Gwilt, on Behalf of the State of California and Aggrieved Employees

EXHIBIT A

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LAUREL
EMPLOYMENT LAW

September 15, 2025

NOTICE VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Private Attorney General Act (PAGA) – Filing

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Dream Entertainment Inc.
1660 Helm Dr.
Las Vegas, NV 89119

Dream Entertainment Inc.
Attn: Anthony Raia – Agent for Service of Process
2741 Marysville Ave.
Henderson, NV 89052

Re: Notice by Kyran D. Gwilt on Behalf of Himself and all other Aggrieved California Employees of Dream Entertainment Inc., as an individual and a Representative of the State of California

Dear Labor and Workforce Development Agency and Dream Entertainment Inc.:

Pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code sections 2698, *et seq*., Kyran D. Gwilt ("Mr. Gwilt" or "Claimant") intends to bring a civil action against Dream Entertainment Inc. ("Dream Entertainment" or "the Employer"), individually and on behalf of all other Aggrieved Employees. This letter serves as Claimant's written notice pursuant to Labor Code section 2699.3(a)(1), providing the Labor and Workforce Development Agency ("LWDA") the opportunity to investigate the alleged claims contained herein of the specific provisions of the Labor Code allegedly violated by the Employer and the facts and theories in support of said allegations. The information contained herein is based on the currently available information and belief.

If the LWDA does not intend to investigate the alleged violations, Claimant intends to file a representative civil action for PAGA penalties on behalf of himself and all other Aggrieved Employees of the Employer and shall seek civil penalties under the PAGA. A copy of this Notice is being sent to the Employer by certified mail at the address above.

Identity of "Employees"

Claimant intends to pursue PAGA civil penalties on their own behalf and on behalf of other current and former employees of the entities/individual referenced below who performed non-exempt work for said entities/individual and were either: 1) classified as a non-exempt employee or 2) should have been classified as a non-exempt employee. Said employees are limited to employees performing work for said entities/individuals at any time during one (1) year prior to the date of this PAGA Notice letter and continuing until the unlawful employment practices are stopped and/or a judgment is entered. The said employees are collectively referred to hereinafter as "Aggrieved Employees." The names of Aggrieved Employees (other than Claimant) are contained within the personnel records of the Employer.

Identity and Capacity of Employers/Joint Employers

Claimant intends to pursue a PAGA action against the Employer and its parent companies, subsidiaries, successors, owners, officers, directors, and managing agents (collectively referred to as "Employer" as well). Claimant will seek to hold all owners, directors, officers, and managing agents of the Employer, personally liable for said violations to the extent permitted under Labor Code section 558 and/or Labor Code section 558.1.

All business entities referenced herein were the alter-egos of each and every other entity and individual referenced herein. There exists, and at all times herein mentioned has existed, a unity of interest and ownership between said entities and individuals such that any separateness between them ceased to exist in that said individuals and other entities have completely controlled, dominated, managed, and operated the business entities and have intermingled the assets of each to suit convenience. Further, each of the business entities is, and at all times mentioned herein were, mere shells, instrumentalities, and conduits through which the other above-referenced entities/individuals carried out their business while exercising complete control and dominance of the business such that individuality or separateness did not truly exist. Therefore, in the PAGA action, Claimant will seek to hold each said individual and/or entity jointly and severally liable for any and/or all violations committed by the other above-referenced individuals and/or entities.

It should further be noted that the Employer and its parent companies, subsidiaries, successors, owners, officers, directors, and/or managing agents have been engaged in a joint enterprise. Moreover, said persons/individuals are joint employers of Aggrieved Employees for the following reasons: 1) Said entities/individuals directly and/or indirectly exercised control over the wages, hours or working conditions of Aggrieved Employees; 2) Said entities/individuals had knowledge (either personally or through officers, directors and/or managing agents) of the work Aggrieved Employees were doing for them while supposedly being employed by another entity/individual and failed to prevent the work from occurring; and 3) Said entities retained or assumed a general right of control over hiring, direction, supervision, discipline, discharge, and relevant day-to-day aspects of the workplace behavior of Aggrieved Employees.

Violations/Supporting Facts and Theories

At all times herein, the Employer is an entertainment/event production company doing business in Riverside County, California. The Employer provides Event setup and stage construction services, including building stages, setting up lighting, and electrical systems for events. The Employer operates within the State of California and has employed/jointly employed Employees (including Claimant) to perform work and services in furtherance of its business and joint enterprise interests.

Claimant worked for the Employer from May 7, 2025, to July 6, 2025, as a Technician. During Claimant's employment, Claimant was frequently unable to take uninterrupted meal and rest breaks, receive timely payment for all hours worked, receive overtime compensation for hours worked over 8 in a day, and receive accurate itemized wage statements.

At all relevant times at least one year prior to the date of this Notice, the Employer subjected Claimant and other Aggrieved Employees to policies and practices that caused the violations of the Labor Code as described herein. Claimant now seeks civil penalties on behalf of all Aggrieved Employees and the State of California based on the alleged violations of the Labor Code and applicable IWC Wage Order, including civil penalties pursuant to Labor Code section 558(a). Claimant's claims are set forth in further detail below.

For reasons set forth herein, Claimant alleges the following violations of the Labor Code and applicable IWC Wage Order on behalf of himself and all other non-exempt Aggrieved Employees of Employer:

1. Willful Misclassification of Employees (Lab. Code § 226.8)
2. Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194)
3. Failure to Provide Meal Periods (Lab. Code § 512)
4. Failure to Provide Rest Periods (Lab. Code § 226.7)
5. Failure to Timely Pay Wages When Due (Lab. Code § 204)
6. Failure to Timely Pay Final Wages at Separation (Lab. Code §§ 201–202)
7. Failure to Maintain Payroll Records (Lab. Code §§ 1174, 1174.5)
8. Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226(a))
9. Failure to Provide Wage-Statement Records Upon Request (Lab. Code § 226(b)(c))
10. Failure to Provide Personnel Records Upon Request (Lab. Code § 1198.5)

The violations of the Employer, thus, include the following:

Willful Misclassification of Employees (Lab. Code § 226.8)

Labor Code section 226.8 imposes a non-waivable duty on the Employer to correctly classify workers as employees rather than independent contractors when they meet the statutory definition of employment. This duty also prohibits the Employer from requiring any employee to pay fees or from making deductions that would be unlawful had the worker been classified as an employee, and is reinforced by the applicable IWC Wage Order that regulates working conditions, hours, and pay. Claimant brings this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code section 2699(a), on a representative basis and subject to the prefiling requirements in Labor Code section 2699.3.

The Employer willfully misclassified Claimant as an independent contractor while exercising control over his schedule, pay rate, and daily work, and requiring him to perform essential functions for the business. Claimant did not receive the option to negotiate the terms of his engagement, received no tax forms, and worked only for the Employer during the relevant period, with the Employer tracking hours and setting expectations as it would for an employee. Claimant performed work integral to the Employer's operations, and no written contract or business autonomy was provided, reflecting that Aggrieved Employees were knowingly treated as contractors to avoid legal obligations.

The PAGA civil penalty framework for this Cause of Action is expressly established in Labor Code section 226.8. The Employer is subject to a civil penalty of $5,000.00 to $15,000.00 per Aggrieved Employee for each willful misclassification, or $10,000.00 to $25,000.00 per Aggrieved Employee if the misclassification constitutes a pattern or practice, all recoverable under Labor Code section 2699(a). The unit of violation is per misclassified worker, and the court determines the precise penalty amount within the statutory range for each violation. Civil penalties are allocated sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to Aggrieved Employees for notices filed on or after June 19, 2024, and seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to Aggrieved Employees for earlier notices, pursuant to Labor Code section 2699(m). The default penalty under Labor Code section 2699(f) does not apply. The court may reduce the penalty if it finds a full assessment unjust, arbitrary, oppressive, or confiscatory under Labor Code section 2699(e)(2). Mitigation caps may apply if the Employer proves all reasonable steps to comply were taken before or within sixty days after the PAGA notice, under Labor Code section 2699(g) and Labor Code section 2699(h). Penalties will not be double-counted for the same Aggrieved Employee and pay period, in accordance with Labor Code section 2699(i). If the Employer cures the violation by making all Aggrieved Employees whole, coming into compliance, and providing written notice as set out in Labor Code section 2699(d), civil penalties may be barred; and agency action on the same facts or theories may bar or limit penalties under Labor Code section 2699(l).

This Cause of Action seeks civil penalties only on a representative basis. The Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Evidence substantiating willful misclassification and its uniform application may include written policies and handbooks, training materials, timekeeping and scheduling exports, payroll registers, wage statements, emails or messages, personnel or payroll files, contracts, 1099 forms, invoices, and internal memoranda or communications reflecting the Employer's classification scheme and payment practices.

Accordingly, Claimant now seeks civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194)

Labor Code section 510 and Labor Code section 1194, together with the applicable IWC Wage Order, impose a non-waivable duty on the Employer to pay overtime compensation at the required premium rates for all hours worked beyond eight hours in a day, forty hours in a week, or as otherwise mandated. This obligation ensures employees receive proper compensation for all overtime worked and prohibits policies or practices that result in unpaid or underpaid overtime. Claimant asserts this Cause of Action solely for civil penalties under PAGA, as provided by Labor Code section 2699(a), on a representative basis and subject to the prefiling steps in Labor Code section 2699.3.

Claimant regularly worked shifts of twelve to fourteen hours for the Employer but received no additional pay beyond his base rate for hours worked beyond eight in a workday. The Employer knowingly failed to pay overtime wages by not applying any overtime premium, even when Claimant consistently worked well in excess of standard daily limits. This underpayment affected not only Claimant but all similarly situated Aggrieved Employees subject to the same pay practices.

The applicable PAGA civil penalty for this Cause of Action is supplied by Labor Code section 558, which authorizes a penalty of $50.00 per Aggrieved Employee for the initial pay period in which overtime wages were not paid at the proper rate, and $100.00 per Aggrieved Employee for each subsequent pay period with a violation. These penalties are recoverable under Labor Code section 2699(a). They are allocated sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to Aggrieved Employees for notices filed on or after June 19, 2024, and seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to Aggrieved Employees for earlier notices, as provided by Labor Code section 2699(m). The court may reduce any penalty if a full assessment would be unjust, arbitrary, oppressive, or confiscatory under Labor Code section 2699(e)(2). Mitigation caps may apply if the Employer proves all reasonable steps were taken before or within sixty days after the PAGA notice in accordance with Labor Code section 2699(g) and Labor Code section 2699(h). Penalties are not double-counted for the same Aggrieved Employee and pay period under Labor Code section 2699(i). The default schedule under Labor Code section 2699(f) does not apply. Penalties may be barred if the Employer cures the violation by making Aggrieved Employees whole and providing written notice under Labor Code section 2699(d), and agency action on the same facts or theories may bar or limit penalties under Labor Code section 2699(l).

This Cause of Action seeks civil penalties only on a representative basis. The Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Evidence substantiating the overtime violations and their uniform application may include written policies and handbooks, training materials, timekeeping and scheduling exports, payroll registers, wage statements, shift reports, payment logs, commission system data, emails or messages, and personnel or payroll files for Aggrieved Employees.

Accordingly, Claimant now seeks civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Provide Meal Periods (Lab. Code § 512)

Labor Code section 512 and the applicable IWC Wage Order impose a non-waivable duty on the Employer to provide timely, uninterrupted meal periods of not less than thirty minutes for qualifying shifts and to ensure that employees are relieved of all duty during such periods. This obligation prohibits policies or practices that deny, delay, interrupt, or discourage meal breaks in violation of statutory or IWC requirements. Claimant asserts this Cause of Action solely for civil penalties under PAGA, as provided by Labor Code section 2699(a), on a representative basis and subject to all prefiling steps in Labor Code section 2699.3.

Claimant and Aggrieved Employees frequently did not receive a full, uninterrupted meal period of at least thirty minutes after five hours of work, as the Employer did not schedule or provide proper meal breaks during long shifts. Breaks were inconsistent, often interrupted by work duties or delayed until the end of the shift, and the Employer made no effort to ensure compliance with requirements for duty-free meal periods. Claimant experienced this lack of breaks across multiple job assignments.

The PAGA civil penalty framework for this Cause of Action is established by Labor Code section 558, which authorizes a penalty of $50.00 per Aggrieved Employee for the initial pay period in which a meal-period violation occurred, and $100.00 per Aggrieved Employee for each subsequent pay period with a violation, as enforced through Labor Code section 2699(a). Civil penalties are allocated sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to Aggrieved Employees for notices filed on or after June 19, 2024, and seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to Aggrieved Employees for earlier notices, as provided in Labor Code section 2699(m). The default schedule under Labor Code section 2699(f) does not apply. The court may reduce the penalty if a full assessment would be unjust, arbitrary, oppressive, or confiscatory under Labor Code section 2699(e)(2). Mitigation caps may apply if the Employer proves all reasonable steps to comply were taken before or within sixty days after the PAGA notice under Labor Code section 2699(g) and Labor Code section 2699(h). Penalties are not double-counted for the same Aggrieved Employee and pay period in accordance with Labor Code section 2699(i). Penalties may be barred if the Employer cures the violation by making Aggrieved Employees whole and providing written notice as set out in Labor Code section 2699(d). Agency action on the same facts or theories may bar or limit penalties under Labor Code section 2699(l).

This Cause of Action seeks civil penalties only on a representative basis. The Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Evidence substantiating meal-period violations and their uniform application may include written policies and handbooks, training materials, timekeeping and scheduling exports, payroll registers and wage statements, shift logs, emails or messages, and personnel or payroll files documenting meal-break scheduling, recordkeeping, and premium-pay decisions.

Accordingly, Claimant now seeks civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Provide Rest Periods (Lab. Code § 226.7)

Labor Code section 226.7 and the applicable IWC Wage Order impose a non-waivable duty on the Employer to authorize and permit all employees to take compliant rest periods, free of work obligations, as required by law for every four hours or significant fraction thereof worked. The Employer must not require, encourage, or allow employees to skip or shorten rest periods, and is prohibited from adopting or maintaining any policy, practice, or system that fails to ensure the provision of legally compliant rest breaks. Claimant brings this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code section 2699(a), on a representative basis and subject to the prefiling requirements set forth in Labor Code section 2699.3.

The Employer failed to authorize or permit Claimant and Aggrieved Employees to take uninterrupted rest breaks of ten minutes for every four hours worked, as required. Rest breaks were not consistently offered, and Claimant was sometimes told to continue working through periods when he was entitled to a break. The Employer's scheduling practices and lack of enforcement led to regular denial of rest periods for all affected workers.

The PAGA civil penalty framework for this Cause of Action is provided by Labor Code section 558, which authorizes a penalty of $50.00 per Aggrieved Employee for the initial pay period in which a rest-period violation occurred and $100.00 per Aggrieved Employee for each subsequent pay period with a violation. These penalties are recoverable through Labor Code section 2699(a) and allocated sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to Aggrieved Employees for notices filed on or after June 19, 2024, and seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to Aggrieved Employees for earlier notices, as provided in Labor Code section 2699(m). The default schedule under Labor Code section 2699(f) does not apply. The court may reduce any penalty if a full assessment would be unjust, arbitrary, oppressive, or confiscatory under Labor Code section 2699(e)(2). Mitigation caps may apply if the Employer proves all reasonable steps to comply were taken before or within sixty days after the PAGA notice in accordance with Labor Code section 2699(g) and Labor Code section 2699(h). Penalties are not double-counted for the same Aggrieved Employee and pay period in accordance with Labor Code section 2699(i). Penalties may be barred if the Employer cures the violation by making Aggrieved Employees whole and providing written notice as set out in Labor Code section 2699(d). Agency action on the same facts or theories may bar or limit penalties under Labor Code section 2699(l).

This Cause of Action seeks civil penalties only on a representative basis. The Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Evidence substantiating the rest-period violations and their uniform application may include written policies and handbooks, training materials, timekeeping and scheduling exports, payroll registers and wage statements, break logs, expense or commission system data, emails or messages, and personnel or payroll files documenting rest break scheduling, practices, and communications.

Accordingly, Claimant now seeks civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Timely Pay Wages When Due (Lab. Code § 204)

Labor Code section 204 imposes a non-waivable duty on the Employer to pay all earned wages, including commissions and incentive compensation, no less frequently than semimonthly or on other lawfully designated paydays, as established by the statute and any applicable IWC Wage Order. This requirement ensures employees receive timely payment for all hours worked in compliance with statutory deadlines and wage orders. Claimant brings this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code section 2699(a), on a representative basis and subject to the prefiling steps in Labor Code section 2699.3.

The Employer failed to pay Claimant for all hours worked within the required pay periods by issuing payments late or not at all, including withholding payment for completed work on Claimant's final job. Some payments were made irregularly by cash or electronic transfer with no consistent schedule, and other Aggrieved Employees were also impacted by late or missing payments for their labor.

The applicable PAGA civil penalty for this Cause of Action is expressly provided by Labor Code section 210, which authorizes a penalty of $100.00 per Aggrieved Employee for the initial pay period in which timely wages were not paid, and $200.00 per Aggrieved Employee for each subsequent pay period, plus twenty-five percent (25%) of the amount unlawfully withheld in that period for willful or continued violations. Penalties are recoverable under Labor Code section 2699(a) and allocated sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to Aggrieved Employees for notices filed on or after June 19, 2024, and seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to Aggrieved Employees for earlier notices, as specified in Labor Code section 2699(m). The default schedule under Labor Code section 2699(f) does not apply. The court may reduce the penalty if a full assessment would be unjust, arbitrary, oppressive, or confiscatory under Labor Code section 2699(e)(2). Mitigation caps may apply if the Employer proves all reasonable steps to comply were taken before or within sixty days after the PAGA notice under Labor Code section 2699(g) and Labor Code section 2699(h). Penalties are not double-counted for the same Aggrieved Employee and pay period in accordance with Labor Code section 2699(i). Penalties may be barred if the Employer cures the violation by making Aggrieved Employees whole and providing written notice under Labor Code section 2699(d), and agency action on the same facts or theories may bar or limit penalties under Labor Code section 2699(l).

This Cause of Action seeks civil penalties only on a representative basis. The Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Evidence substantiating the violation and its uniform application may include written policies and handbooks, training materials, timekeeping and scheduling exports, payroll registers and wage statements, commission system data, emails or messages, and personnel or payroll files documenting pay cycles, withheld compensation, and payment timelines.

Accordingly, Claimant now seeks civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Timely Pay Final Wages at Separation (Lab. Code §§ 201–202)

Labor Code sections 201 and 202, along with the applicable IWC Wage Order, impose a non-waivable duty on the Employer to pay all earned final wages, including accrued but unpaid compensation, immediately upon discharge or within seventy-two hours after voluntary separation without notice. This requirement prohibits any policy or practice that causes delay, underpayment, or nonpayment of final wages at separation. Claimant brings this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code section 2699(a), on a representative basis and subject to all prefiling steps in Labor Code section 2699.3.

Upon termination, the Employer did not pay Claimant all wages due immediately or within the legal time frame. Claimant did not receive any pay for the last day he worked, and the Employer failed to communicate directly about the termination or final pay. This practice also affected other Aggrieved Employees who were denied prompt payment of final wages after their employment ended.

The PAGA civil penalty framework for this Cause of Action is governed by the default penalty under Labor Code section 2699(f), as Labor Code sections 201 and 202 do not provide their own civil penalty. The Employer is subject to a penalty of $100.00 per Aggrieved Employee for the initial post-separation pay period in which final wages were not timely paid, and $200.00 per Aggrieved Employee for each subsequent pay period in which the violation continued. These penalties are recoverable under Labor Code section 2699(a). They are allocated sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to Aggrieved Employees for notices filed on or after June 19, 2024, and seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to Aggrieved Employees for earlier notices as set forth in Labor Code section 2699(m). The court may reduce the penalty if a full assessment would be unjust, arbitrary, oppressive, or confiscatory under Labor Code section 2699(e)(2). Mitigation caps may apply if the Employer proves all reasonable steps to comply were taken before or within sixty days after the PAGA notice under Labor Code section 2699(g) and Labor Code section 2699(h). Penalties are not double-counted for the same Aggrieved Employee and pay period under Labor Code section 2699(i). Penalties may be barred if the Employer cures the violation by paying all owed final wages to Aggrieved Employees and providing written notice as required by Labor Code section 2699(d). Agency action on the same facts or theories may bar or limit penalties under Labor Code section 2699(l).

This Cause of Action seeks civil penalties only on a representative basis. The Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Evidence substantiating failure to timely pay final wages at separation and its uniform application may include written policies and handbooks, training materials, timekeeping and scheduling exports, payroll registers and wage statements, separation or termination logs, exit paperwork, emails or messages, and personnel or payroll files for Aggrieved Employees.

Accordingly, Claimant now seeks civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Maintain Payroll Records (Lab. Code §§ 1174, 1174.5)

Labor Code section 1174 and Labor Code section 1174.5, as well as the applicable IWC Wage Order, impose a non-waivable duty on the Employer to accurately keep, maintain, and preserve complete payroll records showing hours worked, wages paid, and other required data for each employee for a period of at least three years. This duty includes ensuring that such records are available for inspection and copying by employees and state officials upon request. Any policy or practice that causes records to be missing, incomplete, inaccurate, or not produced as required constitutes a violation. Claimant brings this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code section 2699(a), on a representative basis and subject to the prefiling steps set forth in Labor Code section 2699.3.

The Employer did not maintain accurate or complete payroll records for Claimant or Aggrieved Employees, as shown by the lack of pay stubs, missing formal payroll documentation, and absence of any recordkeeping system to reflect hours worked, pay rates, or total pay. Claimant's hours were tracked manually without proper retention or record maintenance by the Employer. This failure prevented employees from reviewing or verifying their compensation history.

The PAGA civil penalty framework for this Cause of Action is expressly established in Labor Code section 1174.5, which authorizes a civil penalty of $500.00 for each willful failure to maintain or permit inspection of required payroll records. Penalties are recoverable under Labor Code section 2699(a). They are allocated sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to Aggrieved Employees for notices filed on or after June 19, 2024, and seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to Aggrieved Employees for earlier notices as provided by Labor Code section 2699(m). The court may reduce the penalty if a full assessment would be unjust, arbitrary, oppressive, or confiscatory under Labor Code section 2699(e)(2). Mitigation caps may apply if the Employer proves all reasonable steps to comply were taken before or within sixty days after the PAGA notice under Labor Code section 2699(g) and Labor Code section 2699(h). Penalties are not double-counted for the same Aggrieved Employee and pay period as provided in Labor Code section 2699(i). The default schedule under Labor Code section 2699(f) does not apply. Penalties may be barred if the Employer cures the violation by making Aggrieved Employees whole and providing written notice under Labor Code section

2699(d), and agency action on the same facts or theories may bar or limit penalties under Labor Code section 2699(l).

This Cause of Action seeks civil penalties only on a representative basis. The Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Evidence substantiating failure to maintain payroll records and its uniform application may include written policies and handbooks, training materials, timekeeping and scheduling exports, payroll registers and wage statements, audit logs, emails or messages, and personnel or payroll files that document deficiencies, gaps, inaccuracies, or denials of access regarding payroll records for Aggrieved Employees.

Accordingly, Claimant now seeks civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226(a))

Labor Code section 226(a) and the applicable IWC Wage Order impose a non-waivable duty on the Employer to furnish each employee with accurate, itemized wage statements that set forth all required information, including hours worked, wages earned, pay periods, deductions, and employer identification details. The Employer must not adopt any policy or practice that results in missing, incomplete, or inaccurate wage statements, or otherwise frustrates employees' ability to verify and understand their compensation. Claimant asserts this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code section 2699(a), on a representative basis and subject to all prefiling steps in Labor Code section 2699.3.

The Employer never provided Claimant with any written wage statements that itemized hours worked, pay rates, gross or net wages, or deductions. Payments were made in cash or through electronic transfers without corresponding pay stubs, and no required information was disclosed to Claimant or Aggrieved Employees. This deprived workers of the ability to understand or confirm their pay.

The PAGA civil penalty framework for this Cause of Action is expressly established in Labor Code section 226.3, which authorizes a penalty of $250.00 per Aggrieved Employee for the initial pay period in which a wage-statement violation occurred, and $1,000.00 per Aggrieved Employee for each subsequent pay period with a violation. These penalties are recoverable under Labor Code section 2699(a). They are allocated sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to Aggrieved Employees for notices filed on or after June 19, 2024, and seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to Aggrieved Employees for earlier notices as provided in Labor Code section 2699(m). The court may reduce the penalty if a full assessment would be unjust, arbitrary, oppressive, or confiscatory under Labor Code section 2699(e)(2). Mitigation caps may apply if the Employer proves all reasonable steps to comply were taken before or within sixty days after the PAGA notice, in accordance with Labor Code section 2699(g) and Labor Code section 2699(h). Penalties are not double-counted for the same Aggrieved Employee and pay period under Labor Code section 2699(i). The default schedule under Labor Code section 2699(f) does not apply. Penalties may be barred if the Employer cures the violation by making Aggrieved Employees whole and providing written notice as provided in Labor Code section 2699(d). Agency action on the same facts or theories may bar or limit penalties under Labor Code section 2699(l).

This Cause of Action seeks civil penalties only on a representative basis. The Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Evidence substantiating wage-statement violations and their uniform application may include written policies and handbooks, training materials, timekeeping and scheduling exports, payroll registers and wage statements, error or exception logs, emails or messages, and personnel or payroll files for Aggrieved Employees.

Accordingly, Claimant now seeks civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Provide Wage-Statement Records Upon Request (Lab. Code § 226(b)(c))

Labor Code section 226(b) and Labor Code section 226(c), as well as the applicable IWC Wage Order, impose a non-waivable duty on the Employer to permit employees to inspect or copy their wage statements upon request within the statutory timeframes. This obligation requires the Employer to maintain a process for responding to such requests promptly. It prohibits any policy or practice that results in the delay or denial of access to these records, as regulated by Labor Code section 226(b) and Labor Code section 226(c). Claimant brings this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code section 2699(a), on a representative basis and subject to the prefiling requirements in Labor Code section 2699.3.

Claimant and Aggrieved Employees were denied access to wage statements when requested, as the Employer did not provide copies or permit inspection within the statutory period. The Employer did not keep or produce any wage records for review, preventing employees from verifying the accuracy of their compensation and ensuring transparency.

The PAGA civil penalty framework for this Cause of Action is established by Labor Code section 226(f), which authorizes a penalty of $750.00 per Aggrieved Employee for each instance in which the Employer fails to permit inspection or copying of requested wage statements within the required period. This penalty is recoverable under Labor Code section 2699(a) and allocated sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to Aggrieved Employees for notices filed on or after June 19, 2024, and seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to Aggrieved Employees for earlier notices as set forth in Labor Code section 2699(m). The default schedule under Labor Code section 2699(f) does not apply. The court may reduce the penalty if a full assessment would be unjust, arbitrary, oppressive, or confiscatory under Labor Code section 2699(e)(2). Mitigation caps may apply if the Employer proves that all reasonable steps to comply were taken before or within sixty days after the PAGA notice, as required under Labor Code sections 2699(g) and 2699(h). Penalties are not double-counted for the same Aggrieved Employee and pay period in accordance with Labor Code section 2699(i). Penalties may be barred if the Employer cures the violation by making Aggrieved Employees whole and providing written notice as provided in Labor Code section 2699(d). Agency action on the same facts or theories may bar or limit penalties under Labor Code section 2699(l).

This Cause of Action seeks civil penalties only on a representative basis. The Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Evidence substantiating the failure to provide wage statements upon request and its uniform application may include written policies and handbooks, training materials, request logs, timekeeping and scheduling exports, payroll registers and wage statements, exception reports, emails or messages, and personnel or payroll files for Aggrieved Employees.

Accordingly, Claimant now seeks civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Failure to Provide Personnel Records Upon Request (Lab. Code § 1198.5)

Labor Code section 1198.5 and the applicable IWC Wage Order impose a non-waivable duty on the Employer to make personnel records available for inspection and copying by current and former employees or their representatives within the statutory timeframes. This duty ensures transparency and access to documents relating to performance, discipline, and employment history, and prohibits policies or practices that cause delays, denials, or incomplete production of such records. Claimant brings this Cause of Action solely for civil penalties under PAGA, as authorized by Labor Code section 2699(a), on a representative basis and subject to the prefiling steps in Labor Code section 2699.3.

When Claimant and Aggrieved Employees sought access to personnel records related to their employment, the Employer did not produce or make available such records in a timely manner. No personnel files, disciplinary notes, or records of employment status or performance were provided, hindering employees' ability to review the basis for employment decisions or assert their rights.

The PAGA civil penalty framework for this Cause of Action is expressly provided by Labor Code section 1198.5(k), which authorizes a penalty of $750.00 per Aggrieved Employee for each request where the Employer fails to make personnel records available or provide copies within the required time period. This penalty is recoverable under Labor Code section 2699(a). It is allocated sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to Aggrieved Employees for notices filed on or after June 19, 2024, and seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to Aggrieved Employees for earlier notices as provided in Labor Code section 2699(m). The court may reduce the penalty if a full assessment would be unjust, arbitrary, oppressive, or confiscatory under Labor Code section 2699(e)(2). Mitigation caps may apply if the Employer proves all reasonable steps to comply were taken before or within sixty days after the PAGA notice as provided by Labor Code section 2699(g) and Labor Code section 2699(h). Penalties are not double-counted for the same Aggrieved Employee and pay period under Labor Code section 2699(i). The default penalty under Labor Code section 2699(f) does not apply. Penalties may be barred if the Employer cures the violation by making Aggrieved Employees whole and providing written notice as required by Labor Code section 2699(d). Agency action on the same facts or theories may bar or limit penalties under Labor Code section 2699(l).

This Cause of Action seeks civil penalties only on a representative basis. The Employer and any joint employers or agents are responsible if they set, knew of, controlled, or failed to correct the challenged policies or practices, and this section does not seek unpaid wages, waiting-time penalties, or other damages, which are reserved for non-PAGA claims.

Evidence substantiating failure to provide personnel records upon request and its uniform application may include written policies and handbooks, training materials, request and response logs, timekeeping and scheduling exports, payroll registers and wage statements, discipline or evaluation files, emails or messages, and personnel or payroll files for Aggrieved Employees.

Accordingly, Claimant now seeks civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Civil Penalties for Violation of the Labor Code and IWC Wage Orders

Labor Code section 558 subjects any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of Part 2, Chapter 1, of the Labor Code or any provision regulating hours and days of work in any IWC Wage Order to a civil penalty in the amount of $50.00 for any initial violation for each pay period in which an employee is underpaid in addition to an amount sufficient to recover underpaid wages, and $100.00 for each subsequent violation in addition to an amount sufficient to recover underpaid wages, which shall be paid to each affected employee.

Labor Code section 558.1(a) states: "Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission ("IWC"), or violates, or causes to be violated, sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation." Labor Code section 558.1(b) expressly defines "other person acting on behalf of an employer" to include a "natural person who is an owner, director, officer, or managing agent of the employer."

Labor Code section 1197.1 states that any employer or other person acting either individually or as an officer, agent or employee of another person, which pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission shall be subject to a civil penalty and restitution of wages payable to the employee in an amount of $100.00 for the initial violation for each pay period in which an employee underpaid in addition to an amount sufficient to recover underpaid wages, and $250.00 for each subsequent violation in addition to an amount sufficient to recover underpaid wages, which shall be paid to each affected employee.

As set forth above, Employers violated the IWC Wage Order regulating the hours and days of work, as well as Labor Code sections 510, 1197, and 1198, and caused employees to be paid less than the minimum set by the IWC Wage Order. As a result, Employers are liable for civil penalties under Labor Code sections 558, 558.1, and 1197.1.

Accordingly, Claimant now seeks civil penalties pursuant to the PAGA on behalf of all Aggrieved Employees based on the alleged violations of the Labor Code and applicable IWC Wage Orders.

Attorneys' Fees, Costs, Interest, and Penalties

Labor Code sections 218.6, 226(e), 1194, 1194.2, and 2699, *et seq*., give employees the right to recover in a civil action the unpaid balance of the full amount of minimum wages, regular wages, overtime compensation, damages, liquidated damages, and penalties, including interest thereon, reasonable attorney's fees, and costs of suit.

Pursuant to Labor Code section 2699(m), Aggrieved Employees are entitled to collect 35% of the civil penalty assessment. Accordingly, Employers are liable for these items in addition to the unpaid wages. Claimant has already incurred actual damages, costs, and attorney's fees and will continue to incur costs because of the Employer's unlawful actions.

Conclusion

If the State of California intends to investigate the matters set forth herein, please notify our offices as soon as possible, as prompt administrative action will enable the unlawful identified practices to be rectified in a timely manner. If the State of California does not send notification of its intent to investigate the alleged violations set forth herein, then pursuant to Labor Code sections 2698, *et seq*. (PAGA), Claimant reserves the right to file a PAGA cause of action seeking all available damages, penalties, and remedies as well as attorneys' fees, interest, and costs against Employer, as permitted under the PAGA. Should the State of California require any additional information, please do not hesitate to contact the undersigned.

Sincerely,

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