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Electronically FILED by Superior Court of California, County of Los Angeles 9/29/2026 11:10 AM David W. Slayton, Executive Officer/Clerk of Court, By G. Delgado, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

TRINITY SCOTT, TIARA FARQUHARSON, JEFFREY KING, KENNETH SAMBULA JR., and KEITH HOLLAND, as individuals, on behalf of themselves and all others similarly situated, and in their representative capacity on behalf of the State of California and all aggrieved employees,

Plaintiffs,

v.

HARVEST STUDIOS LLC, a California limited liability company; BENTLEY KYLE EVANS, an individual; TRENTEN GUMBS, an individual; RICHARD GUMBS III, an individual; SCOTT WEBB, an individual; REBECCA HAYWOOD, an individual; PHAEDRA HARRIS, an individual; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 26STCV30777

Unlimited Civil
Amount Demanded Exceeds $35,000

CLASS AND REPRESENTATIVE ACTION COMPLAINT

1. Failure to Timely Pay Minimum and/or Regular Wages;
2. Failure to Timely Pay Overtime and/or Double Time Wages;
3. Failure to Provide Legally Compliant Meal Periods and/or Timely Pay Premium Wages;
4. Failure to Provide Legally Compliant Rest Periods and/or Timely Pay Premium Wages;
5. Failure to Timely Pay All Wages Due and Owing Upon Separation of Employment;
6. Failure to Furnish Accurate Itemized Wage Statements;
7. Violation of California's Unfair Competition Law; and

8. Violation of the Private Attorneys General Act of 2004.

DEMAND FOR JURY TRIAL

Plaintiffs Trinity Scott, Tiara Farquharson, Jeffrey King, Kenneth Sambula Jr., and Keith Holland (collectively, "Plaintiffs"), by and through their attorneys of record, bring this class and representative action on behalf of themselves and all other persons similarly situated, and in their representative capacity on behalf of the State of California and all aggrieved employees, against Defendant Harvest Studios LLC, Defendant Bentley Kyle Evans, Defendant Trenten Gumbs, Defendant Richard Gumbs III, Defendant Scott Webb, Defendant Rebecca Haywood, Defendant Phaedra Harris, and Does 1 through 50, inclusive (collectively, "Defendants"), on the following grounds:

INTRODUCTION

1. This action is brought by Plaintiffs on behalf of themselves and all other current and former employees of Defendants who were classified as non-exempt and performed work for Harvest Studios LLC in California during the relevant period ("Harvest Employees").

2. Through this action, Plaintiffs allege that Defendants have engaged in a systematic pattern of violating the California Labor Code ("Labor Code") and Industrial Welfare Commission ("IWC") Wage Order No. 12-2001 Regulating Wages, Hours, and Working Conditions in the Motion Picture Industry ("Wage Order No. 12").

3. Plaintiffs are informed and believe, and thereon allege, that Defendants have increased their profits by violating California law by, among other things:

a. Failing to timely pay all minimum and/or regular wages during employment;

b. Failing to timely pay all overtime and/or double time wages during employment;

c. Failing to provide the opportunity to take legally compliant meal periods and/or timely pay premium wages;

d. Failing to authorize and permit legally compliant rest periods and/or timely pay premium wages;

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e. Failing to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties;

f. Failing to furnish accurate itemized wage statements;

g. Failing to maintain and post required notices or wage orders;

h. Failing to provide suitable changing facilities;

i. Failing to provide suitable resting facilities; and

j. Engaging in unlawful, unfair, and/or fraudulent business practices.

4. By and through this action, Plaintiffs, on behalf of themselves and all other Harvest Employees, seek to recover all available remedies, including, but not limited to, unpaid wages and benefits, penalties, interest, restitution, injunctive relief, attorneys' fees, and litigation costs, as provided under California law.

5. All allegations in this complaint are based upon information and belief, except for those allegations that specifically pertain to Plaintiffs, which are based upon their personal knowledge and experience. Each allegation in this complaint has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and discovery.

JURISDICTION AND VENUE

6. Pursuant to California Code of Civil Procedure ("Code of Civil Procedure") section 382 and California Business and Professions Code ("Business and Professions Code") section 17203, Plaintiffs bring this action on behalf of themselves and all other similarly situated Harvest Employees. Pursuant to Labor Code section 2698 *et seq.*, Plaintiffs bring this action, in their representative capacity, on behalf of the state of California and all aggrieved employees.

7. This Court has jurisdiction over this action pursuant to Code of Civil Procedure section 410.10 and Labor Code section 2698 *et seq.* Defendants do business in California. The amount in controversy, exclusive of interest, costs, and attorneys' fees, exceeds the minimum jurisdictional amount for this Court.

8. This Court has personal jurisdiction over Defendants because Defendants conduct business in the state of California and have caused injuries in the county of Los Angeles, as well

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as throughout the state of California, through their acts and/or omissions, and by and through their violations of the Labor Code and IWC Wage Order No. 12, as alleged herein.

9. Venue is proper in this judicial district pursuant to Code of Civil Procedure sections 395(a) and 395.5 because many of the acts, conduct, and events alleged herein occurred within this county. Defendants transact business in this county and are otherwise within this Court's jurisdiction for purposes of service of process. Defendants produced "Savannah State of Mind," also known as "New State of Mind," at 9321 Melvin Avenue, Northridge, California, which is located in the county of Los Angeles. The unlawful acts alleged herein have a direct effect on Plaintiffs and other Harvest Employees within the county and throughout the State of California.

10. Pursuant to rule 3.400 of the California Rules of Court, this case shall be deemed a complex action because it is filed as a class action that involves specialized case management, extensive discovery and evidence, difficult and/or novel issues, and is likely to require extensive post-judgment supervision.

THE PARTIES

I. PLAINTIFFS

11. Plaintiff Trinity Scott is, and at all material times relevant mentioned herein:

a. Was and is an adult individual residing in San Diego County and in the state of California;

b. Was employed by Defendants as Background Talent from approximately May 12, 2026, to May 22, 2026, on the production "Savannah State of Mind" filmed at 9321 Melvin Avenue in Northridge, California;

c. Was classified as a non-exempt employee;

d. Was to be paid a flat daily rate of $150 for eight hours of work, plus overtime, and recorded her time on paper timesheets;

e. Was not provided with the opportunity to take legally compliant meal periods and/or paid any meal period premium wages owed to her;

f. Was not authorized and permitted to take legally compliant rest periods and/or paid any rest period premium wages owed to her;

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g. Was not compensated for all minimum, regular, overtime and/or double time wages for all time worked or spent under the control of Defendants;

h. Was not timely paid all wages due and owing upon separation of employment;

i. Was not paid the required waiting time penalties for late payment of final wages;

j. Was not furnished with accurate itemized wage statements;

k. Was not provided with a suitable changing facility during the time she worked or spent under the control of Defendants;

l. Was not provided with a suitable resting facility during the time she worked or spent under the control of Defendants;

m. Never observed posted required notices and wage orders;

n. Was subject to Defendants' unlawful, unfair, and fraudulent business practices; and

o. Is a member of the class defined herein.

12. Plaintiff Tiara Farquharson is, and at all material times relevant mentioned herein:

a. Was and is an adult individual residing in the state of California;

b. Was employed by Defendants as Background Talent from approximately May 12, 2026, to May 22, 2026, on the production "Savannah State of Mind;"

c. Served as a stand-in for the lead actress on approximately two days of production;

d. Was classified as a non-exempt employee;

e. Was to be paid a flat daily rate of $150 for eight hours of work, plus overtime, and recorded her time on paper timesheets;

f. Was not provided with the opportunity to take legally compliant meal periods and/or paid any meal period premium wages owed to her;

g. Was not authorized and permitted to take legally compliant rest periods

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and/or paid any rest period premium wages owed to her;

h. Was not compensated for all minimum, regular, overtime and/or double time wages for all time worked or spent under the control of Defendants;

i. Was not timely paid all wages due and owing upon separation of employment;

j. Was not paid the required waiting time penalties for late payment of final wages;

k. Was not furnished with accurate itemized wage statements;

l. Was not provided with a suitable changing facility during the time she worked or spent under the control of Defendants;

m. Was not provided with a suitable resting facility during the time she worked or spent under the control of Defendants;

n. Never observed posted required notices and wage orders;

o. Was subject to Defendants' unlawful, unfair, and fraudulent business practices; and

p. Is a member of the class defined herein.

13. Plaintiff Jeffrey King is, and at all material times relevant mentioned herein:

a. Was and is an adult individual residing in the state of California;

b. Was employed by Defendants as Background Talent from approximately May 11, 2026, to May 21, 2026, on the production "Savannah State of Mind," working four production days: May 11, May 12, May 13, and May 21, 2026;

c. Was classified as a non-exempt employee;

d. Was to be paid a flat daily rate of $150 for eight hours of work, plus overtime, and recorded his time on paper timesheets;

e. Was not provided with the opportunity to take legally compliant meal periods and/or paid any meal period premium wages owed to him;

f. Was not authorized and permitted to take legally compliant rest periods

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and/or paid any rest period premium wages owed to him;

g. Was not compensated for all minimum, regular, overtime and/or double time wages for all time worked or spent under the control of Defendants;

h. Was not timely paid all wages due and owing upon separation of employment;

i. Was not paid the required waiting time penalties for late payment of final wages;

j. Was not furnished with accurate itemized wage statements;

k. Was not provided with a suitable changing facility during the time he worked or spent under the control of Defendants;

l. Was not provided with a suitable resting facility during the time he worked or spent under the control of Defendants;

m. Never observed posted required notices and wage orders;

n. Was subject to Defendants' unlawful, unfair, and fraudulent business practices; and

o. Is a member of the class defined herein.

14. Plaintiff Kenneth Sambula Jr. is, and at all material times relevant mentioned herein:

a. Was and is an adult individual residing in the state of California;

b. Was employed by Defendants as Background Talent from approximately May 12, 2026, to May 22, 2026, on the production "Savannah State of Mind," working six production days: May 12, May 13, May 18, May 19, May 21, and May 22, 2026;

c. Was classified as a non-exempt employee;

d. Was to be paid a flat daily rate of $150 for eight hours of work, plus overtime, and recorded his time on daily paper vouchers;

e. Was not provided with the opportunity to take legally compliant meal periods and/or paid any meal period premium wages owed to him;

f. Was not authorized and permitted to take legally compliant rest periods

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and/or paid any rest period premium wages owed to him;

g. Was not compensated for all minimum, regular, overtime and/or double time wages for all time worked or spent under the control of Defendants;

h. Was not timely paid all wages due and owing upon separation of employment;

i. Was not paid the required waiting time penalties for late payment of final wages;

j. Was not furnished with accurate itemized wage statements;

k. Was not provided with a suitable changing facility during the time he worked or spent under the control of Defendants;

l. Was not provided with a suitable resting facility during the time he worked or spent under the control of Defendants;

m. Never observed posted required notices and wage orders;

n. Was subject to Defendants' unlawful, unfair, and fraudulent business practices; and

o. Is a member of the class defined herein.

15. Plaintiff Keith Holland is, and at all material times relevant mentioned herein:

a. Was and is an adult individual residing in Los Angeles County and in the state of California;

b. Was employed by Defendants as Featured Talent on May 13, 2026, and as Background Talent on May 19, 2026, on the production "Savannah State of Mind" filmed at 9321 Melvin Avenue in Northridge, California.

c. Was classified as a non-exempt employee;

d. Was to be paid a flat daily rate of $150 for eight hours of work, plus overtime, and recorded his time on paper timesheets;

e. Was not provided with the opportunity to take legally compliant meal periods and/or paid any meal period premium wages owed to him;

f. Was not authorized and permitted to take legally compliant rest periods

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and/or paid any rest period premium wages owed to him;

g. Was not compensated for all minimum, regular, overtime and/or double time wages for all time worked or spent under the control of Defendants;

h. Was not timely paid all wages due and owing upon separation of employment;

i. Was not paid the required waiting time penalties for late payment of final wages;

j. Was not furnished with accurate itemized wage statements;

k. Was not provided with a suitable changing facility during the time he worked or spent under the control of Defendants;

l. Was not provided with a suitable resting facility during the time he worked or spent under the control of Defendants;

m. Never observed posted required notices and wage orders;

n. Was subject to Defendants' unlawful, unfair, and fraudulent business practices; and

o. Is a member of the class defined herein.

II. DEFENDANTS

16. Defendant Harvest Studios LLC is a California limited liability company with its principal place of business in Northridge, California. Defendant Harvest Studios LLC is a film production company that produces motion picture and television productions in California. Defendant Harvest Studios LLC was Plaintiffs' W-2 employer.

17. Defendant Bentley Kyle Evans is a natural person who acted on behalf of Defendant Harvest Studios LLC and who is an owner, director, officer, and managing agent of Harvest Studios LLC.

18. Plaintiffs are informed and believe, and thereon allege, that Defendant Bentley Kyle Evans is an individual who served as an Executive Producer of "Savannah State of Mind."

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SAN DIEGO, CALIFORNIA 92103

19. Defendant Trenten Gumbs is a natural person who acted on behalf of Defendant Harvest Studios LLC and who is an owner, director, officer, and managing agent of Harvest Studios LLC.

20. Plaintiffs are informed and believe, and thereon allege, that Defendant Trenten Gumbs is an individual who served as an Executive Producer of "Savannah State of Mind."

21. Defendant Richard Gumbs III is a natural person who acted on behalf of Defendant Harvest Studios LLC and who is an owner, director, officer, and managing agent of Harvest Studios LLC.

22. Plaintiffs are informed and believe, and thereon allege, that Defendant Richard Gumbs III is an individual who served as an Executive Producer of "Savannah State of Mind."

23. Defendant Scott Webb is a natural person who acted on behalf of Defendant Harvest Studios LLC and who is a director, officer, and managing agent of Harvest Studios LLC.

24. Plaintiffs are informed and believe, and thereon allege, that Defendant Scott Webb is an individual who served as the Line Producer of "Savannah State of Mind."

25. Defendant Rebecca Haywood is a natural person who acted on behalf of Defendant Harvest Studios LLC and who is a director, officer, and managing agent of Harvest Studios LLC.

26. Plaintiffs are informed and believe, and thereon allege, that Defendant Rebecca Haywood is an individual who served as the Production Accountant for "Savannah State of Mind."

27. Defendant Phaedra Harris is a natural person who acted on behalf of Defendant Harvest Studios LLC and who is a director, officer, and managing agent of Harvest Studios LLC.

28. Plaintiffs are informed and believe, and thereon allege, that Defendant Phaedra Harris is an individual who served as the Casting Director for "Savannah State of Mind."

29. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate, or otherwise, of defendants Does 1 through 50, inclusive, are unknown to Plaintiffs, who therefore sue these defendants by such fictitious names pursuant to Code of Civil Procedure section 474. Plaintiffs will amend this complaint to allege the true names and capacities of Does 1 through 50 when they are ascertained.

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30. Plaintiffs are informed and believe, and thereon allege, that Defendants, at all times relevant to this complaint, were employers subject to the Labor Code and Wage Order No. 12, as defined therein, whose employees were and are engaged in work throughout this county within the state of California.

31. At all times relevant to this complaint, the acts alleged to have been done and/or caused by the named defendants are also alleged to have been done and/or caused by the fictitiously named defendants and by each of their agents and/or employees who acted within the scope of their agency and/or employment.

32. At all times relevant to this complaint, each named defendant, including each fictitiously named defendant, acted as an agent, servant, employee, co-conspirator, alter-ego and/or joint venture of the other defendants, and in doing the things alleged herein, acted within the course and scope of such agency, employment, alter-ego and/or in furtherance of the joint venture.

33. At all times relevant to this complaint, the acts and/or omissions of each of the defendants, including each fictitiously named defendant, concurrently contributed to the various acts and/or omissions of each and every one of the other defendants, including each fictitiously named defendant, in proximately causing the wrongful conduct, harm, and/or damages alleged herein. Each of the defendants, including each fictitiously named defendant, approved of, condoned, and/or otherwise ratified each and every one of the acts and/or omissions complained of herein. Each defendant, including each fictitiously named defendant, was and is acting with the authority of each and every other defendant and/or are acting as agents of each and every other defendant or Doe defendant.

34. At all times relevant to this complaint, there was a unity of interest and ownership between each defendant, including each fictitiously named defendant, such that all defendants acted as a single employer of Plaintiffs and all other Harvest Employees.

35. At all times relevant to this complaint, each defendant, including each fictitiously named defendant, exercised supervision and control over the wages, hours, and/or working

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SAN DIEGO, CALIFORNIA 92103

conditions of Plaintiffs and all other Harvest Employees, including, but not limited to, implementing standard policies and procedures.

36. At all times relevant to this complaint, each defendant, including each fictitiously named defendant, was the employer or other person acting on behalf of the employer, within the meaning of Labor Code sections 558, 558.1, and 1197.1, who violated or caused the violations alleged herein.

37. At all times relevant to this complaint, each defendant, including each fictitiously named defendant, caused Harvest Employees, including Plaintiffs, to work and/or prevented Plaintiffs and other Harvest Employees from working.

38. At all times relevant to this complaint, each defendant, including each fictitiously named defendant, had control over the Harvest Employees.

39. Each defendant, including each fictitiously named defendant, is alleged to have caused each of the violations alleged herein.

40. Each defendant, including each fictitiously named defendant, is jointly and severally liable for each of the violations alleged herein.

FACTUAL ALLEGATIONS

41. Defendant Harvest Studios LLC is a film production company located at 9321 Melvin Avenue, Northridge, California. Defendant Harvest Studios LLC produced "Savannah State of Mind," an eight-episode pilot about college students navigating their freshman year. The production was filmed at 9321 Melvin Avenue, Northridge, California, from approximately May 11, 2026, to May 22, 2026.

42. Plaintiffs were employed by, or otherwise performed work for, Defendants on the production "Savannah State of Mind" and were classified by Defendants as non-exempt employees. As Background Talent, Plaintiffs were responsible for reporting to the production set each day, following the directions of production assistants regarding when to be on camera and what actions or type of acting to perform for each scene, and standing by to be called to set when not actively filming. When not actively filming, Plaintiffs and other Harvest Employees waited in

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a holding room, where they reviewed wardrobe for upcoming scenes, coordinated with production assistants about which scene was next, and stood by to be called to set.

43. Plaintiff Scott primarily portrayed a professor throughout the production, though she also took on other roles, including a patron in the student lounge/cafeteria setting. Plaintiff Scott worked two days during the first week of production and four days during the second week. Plaintiff Scott's shifts regularly lasted approximately 12 to 14 hours, and on the final day of production she worked approximately 16 hours.

44. Plaintiff Farquharson regularly worked more than eight hours per day and approximately 11 to 15 hours on the days she worked. Plaintiff Farquharson also served as a stand-in for the lead actress on approximately two days of production, during which she stood in for the lead actress while production set up lighting and camera angles.

45. Plaintiff King worked four production days: May 11, May 12, May 13, and May 21, 2026. On those days, Plaintiff King understood he was being paid $150 for eight hours of work but worked approximately 12 hours each day.

46. Plaintiff Sambula worked six production days and regularly worked more than eight hours per day, including approximately 11.5 hours on May 12, 11.5 hours on May 13, 11.75 hours on May 18, 11.5 hours on May 19, 12.5 hours on May 21, and 15 hours on May 22, 2026.

47. Plaintiff Holland performed as Featured Talent on May 13, 2026, in the role of "Shady Guy," and as Background Talent on May 19, 2026.

48. At all times relevant to this complaint, Defendants employed other Harvest Employees in various non-exempt positions, including background performers and other production workers.

49. At all times relevant to this complaint, the policies and practices applicable to Plaintiffs were applicable to all other Harvest Employees.

50. At all times relevant to this complaint, Defendants had a common practice of failing to timely pay all minimum and/or regular wages for all time worked or spent under the control of Defendants on the established payday for the period involved.

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51. At all times relevant to this complaint, Defendants had a common practice of failing to timely pay all overtime and/or double time wages no later than the pay day for the next regular payroll period during employment.

52. Defendants agreed to pay Plaintiffs and other Harvest Employees a flat daily rate of $150 for eight hours of work. Plaintiffs' shifts were regularly 10 or more hours in duration. Defendants did not pay Plaintiffs and other Harvest Employees for all hours worked, including time spent in the holding room under the control of Defendants while waiting to be called to set, and did not pay any additional compensation for hours worked beyond the scheduled eight-hour daily rate.

53. Because Plaintiffs regularly worked shifts of 10 or more hours, they were accruing overtime and double time compensation on the days they were on set. Defendants did not timely pay Plaintiffs and other Harvest Employees for all overtime and/or double time wages they earned.

54. Defendant Harris told Plaintiffs and other Harvest Employees that they would receive two checks for the second week of production: one for regular pay and one for overtime. For most, those checks never arrived.

55. Defendants issued Plaintiff Scott a check in the amount of $600 on May 22, 2026, for her first week of work. Defendants failed to timely pay Plaintiff Scott for her second week of work, including regular pay, overtime, and double time wages.

56. Some Harvest Employees reportedly also never received payment for their first week of work if they were not physically present on set on the day checks were distributed.

57. At all times relevant to this complaint, Defendants had a common practice of failing to provide Harvest Employees with the opportunity to take a 30-minute, uninterrupted, duty-free meal period before the end of their fifth hour of work when they worked five or more hours in a workday.

58. On at least two occasions, Plaintiff Scott's first meal period was taken past the required time, sometimes as late as 3:30 to 4:00 p.m. on days that started at 9:00 or 10:00 a.m. Plaintiff Farquharson reported that lunch was served at 2:30 p.m. on most days of production, and because her call times were often at or before 8:00 a.m., her first meal period was late on multiple

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days. Plaintiff Sambula reported that meal periods were late on May 18 and May 22, 2026, when background performers reported at approximately 8:00 a.m. but did not begin their first meal period until approximately 3:30 p.m.

59. In addition, an assistant producer instructed workers to write specific meal break times on their daily vouchers, even when the actual meal times were later, and workers were pressured to record inaccurate meal times.

60. At all times relevant to this complaint, Defendants had a common practice of failing to provide Harvest Employees with the opportunity to take a second 30-minute, uninterrupted, duty-free meal period when they worked 10 or more hours in a workday. Plaintiffs worked shifts long enough to require a second meal period but were not provided a second meal period on most days of the production and did not sign a waiver of the second meal period. Plaintiff Farquharson confirmed that a second meal break was provided only on the last day of production, May 22, 2026, and was not provided on any other day. Plaintiff Sambula reported that, although he regularly worked shifts exceeding 10 hours, he generally did not receive a second meal period except on May 22, 2026, and he does not recall signing any meal-period waiver.

61. Defendants' own daily vouchers corroborate Plaintiffs' allegations that first meal periods were provided late and that second meal periods were often not provided despite shifts exceeding ten hours. For example, Plaintiff Sambula's May 18, 2026, voucher reflects a report time of 8:00 a.m., a first meal out at 3:30 p.m., a first meal in at 4:00 p.m., a dismissal time of 8:50 p.m., and no second meal period recorded. Plaintiff Sambula's May 22, 2026, voucher reflects a report time of 8:00 a.m., a first meal out at 3:30 p.m., a second meal from 9:00 p.m. to 9:30 p.m., dismissal at 12:00 a.m., and 15 net hours worked. These entries show that even when Defendants' own records recorded meal periods, the first meal period was not timely provided and, on at least some days, a second meal period was not recorded despite a shift exceeding ten hours.

62. Defendants' own records likewise corroborate late first meals and missing second meal periods for Plaintiff Farquharson. Plaintiff Farquharson's May 18, 2026, voucher reflects a report time of 8:00 a.m., a first meal out at 3:30 p.m., a first meal in at 4:00 p.m., a dismissal time

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SAN DIEGO, CALIFORNIA 92103

of 8:50 p.m., and no second meal period recorded. Plaintiff Farquharson's May 22, 2026, voucher reflects a report time of 8:20 a.m., a first meal out at 3:30 p.m., a first meal in at 4:30 p.m., a second meal from 9:00 p.m. to 9:30 p.m., dismissal at 12:00 a.m., 14 net hours, and a gross total entry of $825. These records show that Defendants' timekeeping documents reflect meal periods being taken hours after the beginning of Plaintiffs' shifts and, on certain long workdays, no second meal period was recorded.

63. During meal periods that were provided, Harvest Employees were not completely relieved of all duties. Plaintiffs and other Harvest Employees were expected to remain on the production premises and were subject to being called back to set at any time. Plaintiff Scott stated that actors had to remain ready to be called back at any time and that, if production called them back, they had to leave their food and return. Plaintiff Holland likewise stated that background actors were kept ready and available until called, and that he did not consider this a real break because they had to remain available.

64. Defendants did not pay Plaintiffs and other Harvest Employees one additional hour of pay at their regular rate of compensation for each workday that a lawful meal period was not provided.

65. At all times relevant to this complaint, Defendants had a common practice of failing to authorize and permit Harvest Employees to take an uninterrupted, duty-free rest period of at least ten minutes for every four hours worked or major fraction thereof.

66. Plaintiffs and other Harvest Employees were required to remain in a holding room when not actively filming. While there, they reviewed wardrobe for upcoming scenes, coordinated with production assistants about which scene was next, and stood by to be called to set. Although Harvest Employees could read or converse in the holding room, they were required to be ready to be called back to set at any time and could not attend to personal matters or leave freely. No formal, off-duty rest periods were scheduled or provided to Plaintiffs and other Harvest Employees.

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67. Defendants did not pay Plaintiffs and other Harvest Employees one additional hour of pay at their regular rate of compensation for each workday that a lawful rest period was not provided.

68. At all times relevant to this complaint, Defendants had a common practice of failing to timely pay all wages due and owing upon separation of employment and/or pay the appropriate waiting time penalties.

69. Upon the conclusion of production and the separation of Plaintiffs and other Harvest Employees from employment, Defendants failed to timely pay all wages due and owing, including wages for the second week of production, overtime and double time for all hours worked in excess of eight hours per day, and meal and rest period premiums for non-compliant meal and rest periods. Plaintiff Farquharson calculated that approximately 26 days passed between the wrap date and when she eventually received a partial payment for her second week, and she has not been paid all wages owed.

70. Plaintiffs and other former Harvest Employees have not received any waiting time penalties even though they have not been paid all wages that were due and owing upon their separation from employment.

71. At all times relevant to this complaint, Defendants had a common practice of failing to furnish Harvest Employees with accurate itemized wage statements.

72. Defendants provided Plaintiffs with payment instruments rather than proper itemized wage statements. The payment issued to Plaintiff Scott identified her role as "SOM Background Talent" and listed only a total payment amount of $600, without itemizing hours worked, applicable rates of pay, or deductions. The payment issued to Plaintiff Holland identified his role as "SOM Background Talent" and listed only a total payment amount of $150, without itemizing hours worked, applicable rates of pay, or deductions. Plaintiff Sambula was paid by two checks, but the checks did not itemize the hours worked, overtime rates, double time compensation, or meal period premiums.

73. Defendants' own vouchers contain some meal-penalty, overtime, and gross-pay entries, but those entries do not establish that Plaintiffs received full, accurate, and legally

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3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

compliant wages or wage statements. For example, Plaintiff Farquharson's May 18, 2026, voucher includes a $20 meal-penalty entry, but it also reflects an 8:00 a.m. report time, a 3:30 p.m. first meal, an 8:50 p.m. dismissal, and no second meal period recorded. Plaintiff Sambula's May 22, 2026, voucher includes entries for an $18.75 meal penalty, eight hours of straight time at $18.75, two hours at an overtime rate, 15 net hours, and a gross total of $562.50. Plaintiff Farquharson's May 22, 2026, voucher includes entries for a $20 meal penalty, straight-time, overtime, and double-time figures, 14 net hours, and a gross total of $825. However, Defendants did not furnish Plaintiffs with accurate itemized wage statements showing all hours worked, all applicable rates of pay, all overtime and double time compensation, all meal and rest period premiums owed, gross wages earned, net wages earned, deductions, and the inclusive pay-period dates.

74. Due to the missing and/or incorrect information on their wage statements, Plaintiffs and other Harvest Employees were unable to promptly and easily determine their total number of hours worked or their wages earned during the pay period.

75. At all times relevant to this complaint, Defendants had a common practice of failing to keep the IWC Wage Order No. 12 posted in an area frequented by employees. No Harvest Employee observed a California Wage Order posted anywhere on the set, including on a bulletin board or in a common area such as the holding room, at the production location at 9321 Melvin Avenue, Northridge, California.

76. At all times relevant to this complaint, Defendants had a common practice of failing to provide suitable changing facilities. Defendants required Harvest Employees, including Plaintiffs, to change into wardrobe on set for their assigned roles but did not provide a private changing area for background performers. Instead, Harvest Employees were directed to change in bathroom facilities. On one occasion, Plaintiff Holland had to change in the women's restroom because the men's restroom was crowded and no other private changing space was available.

77. At all times relevant to this complaint, Defendants had a common practice of failing to provide suitable resting facilities. Defendants used an overcrowded conference room as the primary holding and resting area for background performers. The holding room was not a dedicated rest area separate from the work environment.

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

78. As a result of the violations alleged herein, Defendants engaged in a common pattern and practice of unfair, unlawful, and fraudulent business practices.

79. Plaintiffs believe that additional violations may be discovered and therefore reserve their right to allege additional violations of law as investigation and discovery warrant. In the event Plaintiffs discover additional violations, Plaintiffs will seek to amend the operative complaint.

CLASS ALLEGATIONS

80. Plaintiffs seek to represent the following class, which is defined as follows:

> **Background Talent Class:**
> All current and former non-exempt employees who worked as Background Talent and who performed work for Harvest Studios LLC in California for the "Savannah State of Mind" production.

81. Plaintiffs reserve the right to establish other additional classes or subclasses or to modify any class definition, as appropriate based on investigation, discovery, and specific theories of liability.

82. Members of the classes described above will be collectively referred to herein as "class members."

83. Class members are "employees" as the term is used in the Labor Code and Wage Order No. 12, which regulates wages, hours, and working conditions in the state of California.

84. This action has been brought and may be properly maintained as a class action pursuant to Code of Civil Procedure section 382 because:

a. **Numerosity:** The members of the Non-Exempt Class, Waiting Time Penalties Sub-Class, and Wage Statement Sub-Class are sufficiently numerous that joinder of all members is impracticable. Although the precise number of class members is unknown to Plaintiffs at this time, on information and belief, Plaintiffs estimate that there are approximately 30 or more class members on the "Savannah State of Mind" production alone, and that Defendants have produced, or continue to produce, additional productions employing non-exempt workers.

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

b. **Commonality:** There are common questions of law and fact as to the class members that predominate over questions affecting only individual members because this action involves Defendants' systematic course of conduct. Common questions include, but are not limited to:

i. Whether Defendants failed to timely pay class members for all time worked;

ii. Whether Defendants failed to timely pay class members all overtime and/or double time wages;

iii. Whether Defendants failed to provide class members with the opportunity to take lawful meal periods;

iv. Whether Defendants authorized and permitted class members to take lawful rest periods for every four hours worked or major fraction thereof;

v. Whether Defendants paid premium wages for non-compliant meal and rest periods;

vi. Whether Defendants failed to timely pay all wages due and owing upon separation of employment to former class members;

vii. Whether Defendants paid the required waiting time penalties for failing to timely pay wages upon separation of employment;

viii. Whether Defendants failed to furnish class members with accurate, itemized wage statements;

ix. Whether Defendants engaged in unlawful, unfair, and/or fraudulent business practices;

x. Whether the class members are entitled to damages, restitution, or other relief resulting from Defendants' conduct; and

xi. What is the appropriate amount of damages, restitution, or other relief the class members are entitled to as a result of Defendants' conduct?

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

c. **Typicality:** The claims of Plaintiffs are typical of the claims of the class members because Defendants' failure to comply with the provisions of California law entitled each class member to similar pay, benefits, and other relief. The injuries sustained by Plaintiffs are also typical of the injuries sustained by the class members because they arise out of and are caused by Defendants' common course of conduct as alleged herein.

d. **Adequacy:** Plaintiffs are qualified to represent the class members and are ready and willing to take the time necessary to prosecute this action. Plaintiffs have no conflicts that will prevent them from fairly and adequately representing and protecting the interests of the class members. In addition, Plaintiffs' attorneys, as proposed class counsel, are competent and experienced in litigating employment class actions and are versed in the rules governing class action discovery, class certification, and settlement. Plaintiffs have incurred, and will continue to incur, attorneys' fees and costs for the prosecution of this action for the substantial benefit of each class member.

e. **Superiority:** The nature of this action makes class adjudication superior to other methods because joinder of all class members is impractical. A class action will achieve the economies of time, effort, and expense as compared to a series of separate lawsuits and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner at the same time for each class member. If appropriate, this Court is empowered to fashion methods to efficiently manage this case as a class action.

f. **Public Policy Considerations:** California employers violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future employment prospects through negative references or

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

other means. Class actions provide the unnamed class members with a type of anonymity that allows for the vindication of their rights at the same time as affording them privacy protections.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

FAILURE TO TIMELY PAY MINIMUM AND/OR REGULAR WAGES

(By Plaintiffs, individually and on behalf of the Background Talent Class, Against All Defendants)

[Labor Code §§ 204, 210, 1194, 1194.2, 1197, 1197.1, 1198, and the "Minimum Wages" and "Hours and Days of Work" sections of IWC Wage Order No. 12]

85. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though fully set forth herein.

86. Under Labor Code section 1197, "[t]he minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage and the minimum so fixed is unlawful."

87. Labor Code section 1198 states, "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of an employee for longer hours than those fixed by the order or under the conditions of labor prohibited by the order is unlawful."

88. Labor Code section 204 establishes an employee's fundamental right in the state of California to be paid wages in a timely manner for their work. Labor Code section 204(a) states in part, "[a]ll wages ... earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as regular paydays." Labor Code section 204(b)(1) states, "all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period."

89. The "Minimum Wages" section of IWC Wage Order No. 12 further provides that "[e]very employer shall pay to each employee, on the established payday for the period involved,

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise."

90. Labor Code section 1194(a) states that "... 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 attorney's fees, and costs of suit."

91. Labor Code section 1194.2(a) states in part, "In any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon."

92. Labor Code section 210 provides that any employer or other person who fails to pay wages as provided in Labor Code sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5 shall be subject to a civil penalty of $100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation, $200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty.

93. Labor Code section 1197.1(a) subjects any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission, to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to section 203.

94. Defendants have a common practice of failing to timely pay all minimum and/or regular wages on the established payday for the period involved, during employment for all time worked or spent under the control of Defendants.

95. Plaintiffs and members of the Background Talent Class performed work for Defendants during the relevant period.

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ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

96. Defendants failed to pay Plaintiffs and members of the Background Talent Class at least minimum wage for some or all of the hours worked and/or spent under the control of Defendants.

97. Defendants paid Plaintiffs and members of the Background Talent Class a flat daily rate without compensating them for all hours worked, including time spent in the holding room under the control of Defendants while waiting to be called to set.

98. Defendants failed to timely issue payment to Plaintiffs and members of the Background Talent Class. Plaintiffs and other Harvest Employees did not receive their wages for the second week of production. Some Harvest Employees did not receive payment for their first week of work if they were not physically present on set on the day payments were distributed.

99. Having not been properly paid for all hours worked or spent under the control of Defendants, Plaintiffs and members of the Background Talent Class have suffered, and will continue to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

100. Plaintiffs and members of the Background Talent Class are entitled to, and seek to, recover all unpaid wages, penalties, interest, and liquidated damages under Labor Code sections 210, 218.6, 1194(a), 1194.2, and 1197.1(a).

101. Plaintiffs and members of the Background Talent Class are entitled to, and seek, an award of reasonable attorneys' fees and costs under Labor Code sections 218.5, 1194(a), and Code of Civil Procedure section 1021.5.

102. Plaintiffs, on behalf of themselves and members of the Background Talent Class, request further relief as described in the prayer below.

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3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

SECOND CAUSE OF ACTION

FAILURE TO TIMELY PAY OVERTIME AND/OR DOUBLE TIME WAGES

(By Plaintiffs, individually and on behalf of the Background Talent Class, Against All Defendants)

[Labor Code §§ 204, 210, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the "Minimum Wages" and "Hours and Days of Work" sections of Wage Order No. 12]

103. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though fully set forth herein.

104. Labor Code section 204 establishes an employee's fundamental right in the state of California to be paid wages in a timely manner for their work. Labor Code section 204(a) states in part, "[a]ll wages ... earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as regular paydays." Labor Code section 204(b)(1) states, "all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period."

105. Under Labor Code section 510(a), any work in excess of eight hours in a workday and any work in excess of 40 hours in a workweek must be compensated at the rate of no less than one and one-half times the employee's regular rate of pay.

106. The "Hours and Days of Work" section of IWC Wage Order No. 12 governs overtime pay for employees in the motion picture industry. Under IWC Wage Order No. 12, Section 3(D), extra players are entitled to one and one-half times their regular rate of pay for the ninth and tenth hours worked in a day, and double time for all hours worked beyond the tenth hour in a day.

107. Under California law, the duty to pay overtime wages is a duty imposed by the state, and an employee therefore may not waive his or her right to overtime compensation. *Early v. Superior Court*, 79 Cal.App.4th 1420, 1430 (2000).

108. Labor Code section 1194(a) states that "... any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

109. Labor Code section 210 provides that any employer or other person who fails to pay wages as provided in Labor Code sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5 shall be subject to a civil penalty of $100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation, $200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty.

110. Labor Code section 558(a) provides that "any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty" of $50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation in addition to an amount sufficient to recover unpaid wages, and $100 for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages for each subsequent violation.

111. Defendants have a common practice of failing to timely pay all overtime and/or double time wages no later than the pay day for the next regular payroll period during employment.

112. Plaintiffs and members of the Background Talent Class performed work for Defendants during the relevant period and regularly worked in excess of eight hours per day.

113. Because Plaintiffs and members of the Background Talent Class regularly worked shifts of 10 hours or more, they were entitled to overtime pay for their ninth and tenth hours worked in a day, and double time pay for all hours worked beyond the tenth hour.

114. Defendants failed to timely pay Plaintiffs and members of the Background Talent Class one and one-half times their regular rate of pay for all hours worked in excess of eight hours in a workday and/or 40 hours in a workweek, and double time for all hours worked beyond ten

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

hours in a workday, no later than the pay day for the next regular payroll period during employment.

115. Having not been timely paid overtime and/or double time compensation, Plaintiffs and members of the Background Talent Class have suffered, and will continue to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

116. Plaintiffs and members of the Background Talent Class are entitled to, and seek to, recover all unpaid wages, penalties, interest, and liquidated damages under Labor Code sections 210, 218.6, 558, 1194(a), 1194.2, and 1197.1(a).

117. Plaintiffs and members of the Background Talent Class are entitled to, and seek, an award of reasonable attorneys' fees and costs under Labor Code sections 218.5, 1194(a), and Code of Civil Procedure section 1021.5.

118. Plaintiffs, on behalf of themselves and members of the Background Talent Class, request further relief as described in the prayer below.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE COMPLIANT MEAL PERIODS AND/OR PAY PREMIUM WAGES

(By Plaintiffs, individually and on behalf of the Background Talent Class, Against All Defendants)

[Labor Code §§ 204, 210, 226.7, 512, 558, 1198, and the "Meal Periods" section of IWC Wage Order No. 12]

119. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though fully set forth herein.

120. Labor Code section 1198 states, "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of an employee for longer hours than those fixed by the order or under the conditions of labor prohibited by the order is unlawful."

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

121. Labor Code section 512(a) provides: "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived."

122. The "Meal Periods" section of IWC Wage Order No. 12 provides, in pertinent part: "(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked. An 'on duty' meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time. (B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided."

123. A meal period generally complies with the requirements of California law if the employee has at least 30 minutes uninterrupted, is relieved of any and all work duties, and is free to leave the premises during such time. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1036 (2012). California law further prohibits employers from "... undermining [its] formal policy of providing meal periods by pressuring employees to perform their duties in ways that omit breaks." *Id.* at 1040 (internal citations omitted).

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

124. Labor Code section 226.7(b) states, "[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health."

125. Labor Code section 226.7(c) states, "[i]f an employer fails to provide an employee a meal or rest or recovery period in accordance with state law ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."

126. Under California law, premium wages under Labor Code section 226.7 are due and payable as wages in accordance with Labor Code section 204. *Murphy v. Kenneth Cole Productions, Inc.*, 40 Cal.4th 1094, 1103-14 (2007).

127. Labor Code section 210 provides that any employer or other person who fails to pay wages as provided in Labor Code sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5 shall be subject to a civil penalty of $100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation, $200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty.

128. Labor Code section 558(a) provides that "any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty" of $50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation in addition to an amount sufficient to recover unpaid wages, and $100 for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages for each subsequent violation.

129. Defendants have a common practice of failing to provide members of the Background Talent Class with the opportunity to take a 30-minute, uninterrupted, duty-free meal

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

period before the end of their fifth hour of work when they worked five or more hours in a workday.

130. Defendants have a common practice of failing to provide members of the Background Talent Class with the opportunity to take a second 30-minute, uninterrupted, duty-free meal period when they worked ten or more hours in a workday.

131. Plaintiffs and members of the Background Talent Class regularly worked one or more days for more than five hours a day and often in excess of 10 hours in a day.

132. Plaintiffs and members of the Background Talent Class were not provided a second meal period on most days of production, despite working 10 or more hours, and did not sign a meal period waiver for the second meal period.

133. On at least two occasions, Plaintiff Scott's first meal period was provided past the required time, with lunch taken as late as 3:30 to 4:00 p.m. on days that began at 9:00 or 10:00 a.m.

134. Harvest Employees were not completely relieved of all duties during meal periods. Harvest Employees were expected to remain on the production premises and were subject to being called back to set at any time.

135. Defendants have a common practice of not timely paying members of the Background Talent Class one additional hour of pay at their regular rate of compensation for each workday that a lawful meal period was not provided.

136. Having not been provided with the opportunity to take lawful meal periods and/or been paid premium wages, Plaintiffs and members of the Background Talent Class have suffered, and will continue to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

137. Plaintiffs and members of the Background Talent Class are entitled to, and seek to, recover all unpaid premium wages, penalties, and interest under Labor Code sections 210, 218.6, 226.7, and 558(a).

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

138. Plaintiffs and members of the Background Talent Class are entitled to, and seek, an award of reasonable attorneys' fees under Labor Code section 218.5 and Code of Civil Procedure section 1021.5.

139. Plaintiffs, on behalf of themselves and all members of the Background Talent Class, request further relief as described in the prayer below.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE COMPLIANT REST PERIODS AND/OR PAY PREMIUM WAGES

(By Plaintiffs, individually and on behalf of the Background Talent Class, Against All Defendants)

[Labor Code §§ 204, 210, 226.7, 1198, and the "Rest Periods" section of IWC Wage Order No. 12]

140. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though fully set forth herein.

141. Labor Code section 1198 states, "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of an employee for longer hours than those fixed by the order or under the conditions of labor prohibited by the order is unlawful."

142. The "Rest Periods" section of IWC Wage Order No. 12 provides: "(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes of net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided."

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

143. During rest periods, California law requires employers to relinquish all control over their employees and relieve their employees of all duties. *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 269 (2016).

144. Labor Code section 226.7(b) states, "[a]n employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health."

145. Labor Code section 226.7(c) states, "[i]f an employer fails to provide an employee a meal or rest or recovery period in accordance with state law ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."

146. Under California law, premium wages under Labor Code section 226.7 are due and payable as wages in accordance with Labor Code section 204. *Murphy*, *supra,* 40 Cal.4th at 1103-14.

147. Labor Code section 210 provides that any employer or other person who fails to pay wages as provided in Labor Code sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5 shall be subject to a civil penalty of $100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation, $200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty.

148. Defendants have a common practice of failing to authorize and permit members of the Background Talent Class to take an uninterrupted, duty-free rest period of at least ten minutes for every four hours worked or major fraction thereof.

149. Plaintiffs and members of the Background Talent Class regularly worked one or more days for more than three and a half hours per day.

150. Plaintiffs and members of the Background Talent Class were required to remain in a holding room when not actively filming. While in the holding room, Harvest Employees were required to be ready to be called back to set at any time and could not attend to personal matters

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

freely. No formal, off-duty rest periods were scheduled or provided to Plaintiffs and members of the Background Talent Class.

151. Defendants have a common practice of not timely paying members of the Background Talent Class one additional hour of pay at their regular rate of compensation for each workday that a lawful rest period was not provided.

152. Having not been authorized and permitted to take lawful rest periods and/or been paid premium wages, Plaintiffs and members of the Background Talent Class have suffered, and will continue to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

153. Plaintiffs and members of the Background Talent Class are entitled to, and seek to, recover all unpaid premium wages, penalties, and interest under Labor Code sections 210, 218.6, and 226.7.

154. Plaintiffs and members of the Background Talent Class are entitled to, and seek, an award of reasonable attorneys' fees under Labor Code section 218.5 and Code of Civil Procedure section 1021.5.

155. Plaintiffs, on behalf of themselves and all members of the Background Talent Class, request further relief as described in the prayer below.

FIFTH CAUSE OF ACTION

FAILURE TO TIMELY PAY ALL WAGES DUE AND OWING UPON SEPARATION OF EMPLOYMENT AND/OR THE REQUIRED WAITING TIME PENALTIES

(By Plaintiffs, individually and on behalf of the Background Talent Class, Against All Defendants)

[Labor Code §§ 200, 201, 202, and 203]

156. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though fully set forth herein.

157. Labor Code section 201(a) states, in part, "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

ARCH LEGAL, P.C.
3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

158. Under Labor Code section 202(a): "If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting."

159. Labor Code section 203(a) further provides, "If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 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 therefor is commenced; but the wages shall not continue for more than 30 days."

160. Members of the Background Talent Class are no longer employed by Defendants.

161. Defendants have a common practice of failing to timely pay all wages due and owing upon separation of employment to members of the Background Talent Class.

162. Defendants have a common practice of failing to pay the appropriate waiting time penalties when they failed to timely pay all wages due and owing upon separation of employment to members of the Background Talent Class.

163. Upon the conclusion of production and the separation of employment, members of the Background Talent Class did not timely receive compensation for all hours worked, overtime and double time wages, and meal and rest period premiums for non-compliant meal and rest periods.

164. Members of the Background Talent Class Background Talent Class have not received any waiting time penalties even though they have not been paid all wages that were due and owing upon their separation of employment.

165. Having not received all wages due and owing upon their separation of employment and/or the applicable waiting time penalties, Plaintiffs and members of the Background Talent

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3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

Class have suffered, and will continue to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

166. Plaintiffs and members of the Background Talent Class are entitled to, and seek to, recover waiting time penalties under Labor Code section 203.

167. Plaintiffs and members of the Background Talent Class are entitled to, and seek, an award of reasonable attorneys' fees and costs pursuant to Labor Code section 218.5 and Code of Civil Procedure section 1021.5.

168. Plaintiffs, on behalf of themselves and members of the Background Talent Class request further relief as described in the prayer below.

SIXTH CAUSE OF ACTION

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

(By Plaintiffs, individually and on behalf of the Background Talent Class, Against All Defendants)

[Labor Code §§ 226, 226.3, 226.7, 558, 1198, and the "Records" section of IWC Wage Order No. 12]

169. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though fully set forth herein.

170. Labor Code section 226 states in pertinent part: "An employer, semimonthly or at the time of each payment of wages, shall furnish to their employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee ... (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid ... , (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number ... , (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 ..."

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SAN DIEGO, CALIFORNIA 92103

171. The "Records" section of IWC Wage Order No. 12 states in pertinent part, "Every employer shall semimonthly or at the time of each payment of wages furnish to each employee ... an itemized wage statement in writing showing (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee and the employee's social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregate and shown as one item."

172. Under California law, meal and rest period premium wages must be included on an employee's itemized wage statement. *Naranjo v. Spectrum Security Services, Inc.*, 13 Cal.5th 93, 121 (2022).

173. An injury occurs where the employer fails to provide accurate information, and the employee cannot "promptly and easily determine" the total number of hours worked or the "applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate." Lab. Code section 226(a)(9)-(e)(2)(B)(i).

174. Labor Code section 226(e)(2)(C) explains that the phrase "promptly and easily determine" means that "a reasonable person would be able to readily ascertain the information without reference to documents or information."

175. Labor Code section 226(e)(1) further provides, "An employee suffering injury as a result of 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 ($4,000), and is entitled to an award of costs and reasonable attorney's fees."

176. According to Labor Code section 226(h), "an employee may also bring an action for injunctive relief to ensure compliance with this section and is entitled to an award of costs and reasonable attorney's fees."

177. Labor Code section 226.3 imposes an additional civil penalty on the employer of $250.00 per employee per violation of Labor Code section 226(a) in an initial citation and $1,000 per employee for each violation in a subsequent citation.

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SAN DIEGO, CALIFORNIA 92103

178. Defendants have a common practice of failing to furnish members of the Background Talent Class with accurate itemized wage statements.

179. The wage statements issued to Plaintiffs and members of the Background Talent Class are inaccurate because they do not accurately reflect their gross wages earned, total hours worked, all applicable hourly rates in effect during the pay period, the corresponding number of total hours worked, and overtime and double time wages earned. Defendants provided Plaintiff Scott with only a payment that identified her role as "SOM Background Talent" and listed a total dollar amount of $600, without setting forth any itemized information required by law. Defendants provided Plaintiff Holland with only a payment that identified his role as "SOM Background Talent" and listed a total dollar amount of $150, without setting forth any itemized information required by law. The two checks issued to Plaintiff Sambula likewise did not itemize the hours worked, applicable rates, overtime, double time, or premiums paid.

180. Due to the missing and/or incorrect information on their wage statements, Plaintiffs and members of the Background Talent Class are unable to promptly and easily determine their total number of hours worked and/or their wages earned during the pay period.

181. Defendants knew or should have known that the wage statements furnished to Plaintiffs and members of the Background Talent Class included inaccurate information because Defendants were not compensating members of the Background Talent Class for all hours worked, all overtime and double time wages earned, and premium wages for non-compliant meal and rest periods.

182. Having received wage statements that do not comply with California law, Plaintiffs and members of the Background Talent Class have suffered, and will continue to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

183. Plaintiffs and members of the Background Talent Class are entitled to, and seek to, recover statutory penalties pursuant to Labor Code section 226(e)(1).

184. Plaintiffs and members of the Background Talent Class are entitled to, and seek to, recover civil penalties under Labor Code section 226.3.

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SAN DIEGO, CALIFORNIA 92103

185. Plaintiffs and members of the Background Talent Class are entitled to, and seek, injunctive relief under Labor Code section 226(h) to ensure compliance with Labor Code section 226.

186. Plaintiffs and members of the Background Talent Class are entitled to, and seek, an award of reasonable attorneys' fees pursuant to Labor Code sections 218.5, 226(e)(1), 226(h), and Code of Civil Procedure section 1021.5.

187. Plaintiffs, on behalf of themselves and members of the Background Talent Class, request further relief as described in the prayer below.

SEVENTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW

(By Plaintiffs, individually and on behalf of the Background Talent Class, Against All Defendants)

[Bus. & Prof. Code §§ 17200 *et seq.*]

188. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though fully set forth herein.

189. California's Unfair Competition Law ("UCL") broadly prohibits "any unlawful, unfair or fraudulent business act or practice."

190. The UCL permits a cause of action to be brought if a practice violates some other law. In effect, the "unlawful" prong of the UCL makes a violation of the underlying law a per se violation of Business and Professions Code section 17200. *Cel-Tech Commc'ns, Inc. v. Los Angeles Cellular Tel. Co.*, 20 Cal.4th 163, 180 (1999). Virtually any law or regulation, federal or state, statutory or common law, can serve as predicate for a Section 17200 violation. *Farmers Ins. Exch. v. Superior Court*, 2 Cal.4th 377, 383 (1992).

191. Under the UCL, a practice may be "unfair" even if not specifically proscribed by some other law. *Korea Supply Co. v. Lockheed Martin Corp.*, 29 Cal.4th 1134, 1143 (2003) (internal citations omitted). According to the California Supreme Court, the "unfair" standard is intentionally broad to allow courts maximum discretion in prohibiting new schemes to defraud. *Cel-Tech*, *supra,* 20 Cal.4th at 180-81.

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3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

192. A business act or practice is deemed "fraudulent" under Section 17200 where "members of the public are likely to be deceived." *Blakemore v. Superior Court*, 129 Cal.App.4th 36, 49 (2005). That is, a showing of actual deception, reasonable reliance, or damages is not required. *Id.* The "fraudulent" prong of the UCL can be used to attack the deceptive manner in which otherwise lawful contract terms are presented to an individual. *Boschma v. Home Loan Ctr., Inc.*, 198 Cal.App.4th 230, 253 (2011). Even a true statement may be unlawful under Section 17200 if it is "couched in such a manner that it is likely to mislead or deceive ... , such as by failure to disclose other relevant information." *Id.*

193. Business and Professions Code section 17203 states in part, "Any person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction. The court may make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition, as defined in this chapter, or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition."

194. Defendants have a common practice of engaging in unlawful, unfair, and/or fraudulent business practices.

195. Defendants' practices violate the unlawful prong because Defendants violated California law by failing to timely pay all minimum, regular, overtime and/or double time wages, failing to provide lawful meal and/or rest periods, failing to pay premium wages for non-compliant meal and/or rest periods, failing to timely pay all wages due and owing upon separation of employment, failing to pay waiting time penalties for late payment of final wages, failing to furnish accurate itemized wage statements, failing to maintain and post required notices and wage orders, failing to provide suitable changing facilities, and failing to provide suitable resting facilities.

196. Defendants' practices violate the unfair prong because Defendants implemented a culture and practice of underpaying members of the Background Talent Class for work performed,

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SAN DIEGO, CALIFORNIA 92103

denying them lawful meal and rest periods, failing to provide required workplace notices and facilities, and retaining the resulting benefits for themselves.

197. Defendants' practices violate the fraudulent prong because Defendants willfully misrepresented to members of the Background Talent Class their gross wages earned and total hours worked and failed to provide accurate wage statements disclosing the compensation owed.

198. As a direct and proximate result of Defendants' unlawful, unfair, and fraudulent business practices, Plaintiffs and members of the Background Talent Class have suffered, and will continue to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

199. Through their unlawful, unfair, and fraudulent conduct, Defendants have reaped, and continue to reap, benefits and profits at the expense of the Background Talent Class.

200. Plaintiffs and members of the Background Talent Class are entitled to, and seek, restitution of all monies, wages, benefits, and expenses wrongfully withheld from them pursuant to Business and Professions Code section 17203.

201. Plaintiffs and members of the Background Talent Class seek disgorged profits from Defendants for their unlawful, unfair, and fraudulent business practices under Business and Professions Code section 17203.

202. Plaintiffs and members of the Background Talent Class are entitled to, and seek, a preliminary and permanent injunction pursuant to Business and Professions Code section 17203 to enjoin Defendants from the unlawful, unfair, and fraudulent conduct described herein.

203. Plaintiffs and members of the Background Talent Class are entitled to, and seek, interest under Labor Code section 218.6 and California Civil Code ("Civil Code") section 3287.

204. Plaintiffs and members of the Background Talent Class are entitled to, and seek, an award of reasonable attorneys' fees and costs pursuant to Labor Code section 218.5 and Code of Civil Procedure section 1021.5.

205. Plaintiffs, on behalf of themselves and members of the Background Talent Class, request further relief as described in the prayer below.

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EIGHTH CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(By Plaintiffs, on behalf of the State of California and all Aggrieved Employees, Against All Defendants)

[Labor Code §§ 2698 *et seq.* and Labor Code § 1198]

206. Plaintiffs re-allege and incorporate by reference the preceding paragraphs as though fully set forth herein.

207. By and through this representative enforcement action, Plaintiffs represent themselves and the following aggrieved employees:

> All current and former non-exempt employees who worked as Background Talent and who performed work for Harvest Studios LLC in California for the "Savannah State of Mind" production from May 11, 2026, to May 22, 2026.

208. Aggrieved Employees are all "employees" as the term is used in the Labor Code and the IWC Wage Orders regulating wages, hours, and working conditions in the state of California. Plaintiffs reserve their right to redefine the Aggrieved Employees as permitted by California law.

209. Pursuant to Labor Code section 2698 *et seq.*, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies, or employees for violation of the 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 pursuant to the procedures specified in Labor Code section 2699.3.

210. Pursuant to PAGA, all civil penalties recovered must be allocated sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to the aggrieved employees. (Lab. Code section 2699(m).)

211. During all, or a portion of, the "Savannah State of Mind" production from May 11, 2026, to May 22, 2026, Defendants were Plaintiffs' and all other Aggrieved Employees' employer

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SAN DIEGO, CALIFORNIA 92103

or person acting on behalf of the Aggrieved Employees' employer, either individually or as an officer, agent, or employee of another person, within the meaning of Labor Code sections 558(a), 558.1, and 1197.1.

212. Plaintiffs are "aggrieved employees" under PAGA because they were employed by the alleged violators, Defendants, and personally suffered each of the violations of law alleged herein.

213. Plaintiffs have exhausted their administrative remedies. On July 24, 2026, Plaintiffs submitted written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants, via online electronic filing and certified mail, informing them of Defendants' alleged violations of the Labor Code and IWC Wage Order No. 12. The LWDA had 65 days to provide notice of whether it intended to investigate the alleged violations. (Lab. Code section 2699.3(a)(2)(A).) To date, more than 65 days after submission of Plaintiffs' written notice, the LWDA has not provided notice of its intent to investigate the alleged violations.

214. Labor Code section 1198 states, "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of an employee for longer hours than those fixed by the order or under the conditions of labor prohibited by the order is unlawful."

215. The "Posting of Order" section of IWC Wage Order No. 12 requires that "[e]very employer shall keep a copy of this Order posted in an area frequented by employees where it may be easily read during the work day. Where the location of work or other conditions make this impractical, every employer shall keep a copy of this Order and make it available to every employee upon request." Wage Order No. 12 therefore requires employers to post the order in an area frequented by employees where it may be easily read during the workday or make it available upon request where posting is impractical.

216. Defendants had a common practice of failing to keep IWC Wage Order No. 12 posted in an area frequented by employees where it could be easily read during the workday and failed to otherwise make IWC Wage Order No. 12 available to Plaintiffs and Aggrieved Employees upon request when posting was impractical.

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3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

217. No Plaintiff, and upon information and belief, no Harvest Employee observed a California Wage Order posted anywhere on the set, including on a bulletin board or in a common area such as the holding room, at the production location at 9321 Melvin Avenue, Northridge, California.

218. The "Change Rooms and Resting Facilities" section of IWC Wage Order No. 12 requires employers to provide "suitable lockers, closets, or equivalent for the safekeeping of employees' outer clothing during working hours, and when required, for their work clothing during non-working hours." It further provides that "[w]hen the occupation requires a change of clothing, change rooms or equivalent space shall be provided in order that employees may change their clothing in reasonable privacy and comfort," and that such rooms or spaces "may be adjacent to but shall be separate from toilet rooms and shall be kept clean."

219. Defendants had a common practice of failing to provide suitable changing facilities for Plaintiffs and Aggrieved Employees, despite requiring them to change into wardrobe on set for their assigned roles. Defendants did not provide a private changing area for background performers and instead directed them to change in bathroom facilities. On one occasion, Plaintiff Holland had to change in the women's restroom because the men's restroom was crowded and no other private changing space was available.

220. The "Change Rooms and Resting Facilities" section of IWC Wage Order No. 12 also requires that "[s]uitable resting facilities shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours."

221. Defendants had a common practice of failing to provide suitable resting facilities to Plaintiffs and Aggrieved Employees. Defendants used an overcrowded conference room as the primary holding and resting area for background performers, and the holding room was not a dedicated rest area separate from the work environment.

222. By engaging in the conduct alleged above, Defendants violated Labor Code section 1198 and the "Posting of Order" and "Change Rooms and Resting Facilities" sections of IWC Wage Order No. 12, including by failing to keep IWC Wage Order No. 12 posted or otherwise

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3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

available to employees, failing to provide suitable changing facilities, and failing to provide suitable resting facilities.

223. Plaintiffs, on behalf of the State of California and all Aggrieved Employees, seek to recover civil penalties, reasonable attorneys' fees, and litigation costs through this enforcement action based on violations of the following Labor Code and/or IWC Wage Order provisions:

a. Failing to timely pay all minimum and regular wages during employment in violation of Labor Code sections 204, 1194, 1194.2, 1197, 1197.1, 1198, and the "Minimum Wages" and "Hours and Days of Work" sections of the IWC Wage Order No. 12;

b. Failing to timely pay all overtime and double time wages during employment in violation of Labor Code sections 204, 510, 558, 1194, 1198, and the "Hours and Days of Work" section of the IWC Wage Order No. 12, including Section 3(D);

c. Failing to provide legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods during employment in violation of Labor Code sections 204, 226.7, 512, 558, 1198, and the "Meal Periods" section of the IWC Wage Order No. 12;

d. Failing to authorize and provide legally compliant rest periods and/or timely pay premium wages for non-compliant rest periods during employment in violation of Labor Code sections 204, 226.7, 1198, and the "Rest Periods" section of the IWC Wage Order No. 12;

e. Failing to timely pay all wages due and owing at the time of separation and/or the required waiting time penalties in violation of Labor Code sections 200, 201, 202, and 203;

f. Failing to furnish accurate itemized wage statements in violation of Labor Code sections 226, 226.3, 226.7, 1198, and the "Records" section of the IWC Wage Order No. 12;

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3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

g. Failing to keep the IWC Wage Order No. 12 posted in an area frequented by employees in violation of Labor Code section 1198 and the "Posting of Order" section of the IWC Wage Order No. 12;

h. Failing to provide suitable changing facilities in violation of Labor Code section 1198 and the "Change Rooms and Resting Facilities" section of the IWC Wage Order No. 12; and

i. Failing to provide suitable resting facilities in violation of Labor Code section 1198 and the "Change Rooms and Resting Facilities" section of the IWC Wage Order No. 12.

224. Labor Code section 210 provides that any person who fails to pay wages as provided in Labor Code section 204 shall be subject to a civil penalty of $100 for any initial violation for each failure to pay each employee, and for each subsequent violation, or any willful or intentional violation, $200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty. Plaintiffs, on behalf of the State of California and all Aggrieved Employees, seek the civil penalty imposed by Labor Code section 210.

225. Labor Code section 558 imposes a civil penalty of $50 per pay period for each underpaid employee for the initial violation and $100 per pay period for each underpaid employee for each subsequent violation of any provision regulating hours and days of work in any order of the IWC, in addition to an amount sufficient to recover underpaid wages. Plaintiffs, on behalf of the State of California and all Aggrieved Employees, seek the civil penalty imposed by Labor Code section 558.

226. Labor Code section 1197.1 imposes a civil penalty for an employer's payment of less than the applicable minimum wage of $100 per underpaid employee per pay period for an initial intentional violation, and $250 per underpaid employee per pay period for each subsequent violation, in addition to restitution of wages. Plaintiffs, on behalf of the State of California and all Aggrieved Employees, seek the civil penalty imposed by Labor Code section 1197.1.

227. Labor Code section 1174.5 imposes a civil penalty of $500 for an employer's failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of

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3555 FIFTH AVENUE SUITE 200
SAN DIEGO, CALIFORNIA 92103

$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code section 2699(f)(2) for a violation of Labor Code section 1174(d). Plaintiffs, on behalf of the State of California and all Aggrieved Employees, seek the civil penalty imposed by section 1174.5.

228. Labor Code section 2699(f)(2)(A) provides that for violations of Labor Code section 226, if the violation is a violation of paragraphs (1) to (7) or (9) of subdivision (a) of Section 226 then the civil penalty is $25 per pay period per employee if the employee could promptly and easily determine the information specified in subdivision (a) of Section 226. If the alleged violation is a violation of paragraph (8) of subdivision (a) of Section 226, the civil penalty is $25 for each aggrieved employee per pay period if the employee would not be confused or misled about the correct identity of their employer. The civil penalty is $50 for each aggrieved employee per pay period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods. Plaintiffs, on behalf of the State of California and all Aggrieved Employees, seek the civil penalties described in Labor Code section 2699(f)(2)(A).

229. For all provisions of the Labor Code except those for which a civil penalty is specifically provided, Labor Code section 2699(f)(2) imposes a civil penalty of $100 per pay period, per employee, except for violations of Labor Code section 226(a), and $200 per pay period, per employee if either of the following are met: (a) an agency or court issued a finding or determination to the employer that its policy or practice giving rise to the violation was unlawful within the five years preceding the alleged violation, or (b) the court determines that the employer's conduct giving rise to the violation was malicious, fraudulent, or oppressive. Plaintiffs, on behalf of the State of California and all Aggrieved Employees, seek the civil penalties described in Labor Code section 2699(f)(2).

230. Labor Code section 2699(k)(1) provides that an employee who prevails in a civil action brought pursuant to the PAGA shall be entitled to an award of reasonable attorneys' fees and costs. Plaintiffs, on behalf of the State of California and all Aggrieved Employees, seek attorneys' fees and costs as provided by Labor Code section 2699(k)(1).

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SAN DIEGO, CALIFORNIA 92103

231. Labor Code sections 218.5, 226(e)(1), 1194, and Code of Civil Procedure section 1021.5, also permit the recovery of attorneys' fees and costs. Plaintiffs, on behalf of the State of California and all Aggrieved Employees, seek attorneys' fees and costs as permitted by Labor Code sections 218.5, 226(e)(1), 1194, and Code of Civil Procedure section 1021.5.

232. Plaintiffs, on behalf of the State of California and all Aggrieved Employees, request further relief as described in the below prayer.

PRAYER FOR RELIEF

Plaintiffs, on behalf of themselves, all other Harvest Employees, the State of California, and all Aggrieved Employees, pray for judgment against Defendants as follows:

A. For an order determining that this action may be maintained as a class action with Plaintiffs as the class representatives;

B. For the attorneys appearing for Plaintiffs to be named as class counsel;

C. For all monies, wages, benefits, and expenses due to Plaintiffs and other Harvest Employees;

D. For all minimum and/or regular wages owed under the Labor Code including, but not limited to, Labor Code section 1194(a);

E. For all overtime and/or double time wages owed under the Labor Code including, but not limited to, Labor Code section 1194(a);

F. For all premium wages owed under the Labor Code including, but not limited to, Labor Code section 226.7;

G. For all damages pursuant to the Labor Code including, but not limited to, Labor Code section 226(e)(1);

H. For all statutory penalties available under the Labor Code including, but not limited to, Labor Code sections 203, 210, and 226(e)(1);

I. For all civil penalties available under the Labor Code including, but not limited to, Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, 2699(f)(2), and 2699(f)(2)(A);

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J. For restitution of all monies, wages, and benefits available under the law including, but not limited to, Labor Code section 1197.1(a) and Business and Professions Code section 17203;

K. For disgorged profits from Defendants' unlawful, unfair, and fraudulent business practices;

L. For all interest accrued as provided by California law including, but not limited to, Labor Code sections 218.6, 1194(a), and Civil Code section 3287;

M. For liquidated damages available under the Labor Code including, but not limited to, Labor Code sections 1194.2(a) and 1197.1(a);

N. For reasonable attorneys' fees and litigation costs available under California law including, but not limited to, Labor Code sections 218.5, 226(e)(1) and (h), 1194(a), 2699(k)(1), Code of Civil Procedure section 1021.5, the "common fund" theory, the "substantial benefit" theory, and/or other applicable law, theory, or doctrine;

O. For injunctive relief available under California law including, but not limited to, Labor Code section 226(h) and Business and Professions Code section 17203;

P. For equitable relief;

Q. For declaratory relief; and

R. For such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs demand a jury trial on all issues triable to a jury.

Dated: September 29, 2026

ARCH LEGAL, P.C.

By: _____

VILMARIE CORDERO
TATIANA KLINE
Attorneys for Plaintiffs Trinity Scott, Tiara Farquharson, Jeffrey King, Kenneth Sambula Jr., Keith Holland, and the Proposed Class

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