

1 Alan Harris (SBN 146079)
2 Priya Mohan (SBN 228984)
3 HARRIS & RUBLE
4 655 North Central Avenue 17th Floor
5 Glendale California 91203
6 Tel: 323.962.3777
7 Fax: 323.962.3004
8 harrisa@harrisandruble.com
9 pmohan@harrisandruble.com
10 Counsel for Plaintiff E. Damiano

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

E. DAMIANO, an individual, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

FABLETICS, LLC, a Delaware Limited
Liability Company; TECHSTYLE, INC., a
Delaware Corporation; ADAM
GOLDENBERG, an individual; and DOE 1
through and including DOE 10,

Defendants.

Case No: 24STCV15783
Assigned to Hon. William F. Highberger,
Dept. 10

**DECLARATION OF PLAINTIFF EUGENE
DAMIANO IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: June 24, 2026
Time: 11:00 a.m.
Dept.: 10
Spring Street Courthouse
312 N. Spring Street
Los Angeles, CA 90012

Complaint Filed: June 24, 2024
FAC Filed: February 26, 2026

1 I, EUGENE DAMIANO, declare:

2 1. I am over the age of 18 and a resident of the State of California.

3 2. I am the Plaintiff in this action. I make this Declaration in support of Plaintiff's Motion
4 for Preliminary Approval of Class Action Settlement. If sworn as a witness, I could and would
5 competently testify to each fact set forth herein based on my own personal knowledge.

6 3. For several years and presently, I have worked as a member of the crew in the motion
7 picture industry in Los Angeles. I have been routinely employed on motion picture film, commercial and
8 still photography sets, working as an officer responsible for managing traffic, controlling crowds, and
9 providing perimeter security at filming and/or shooting locations. I worked as an hourly employee.

10 4. During the period from 2019 to date, I have been employed as a crew member by
11 numerous producers of television commercials, including Morton, Jankel, Zandel, Inc., Cooler Waters
12 Productions, CMS Productions, and Biscuit Filmworks LLC, as well as producers of television programs
13 and feature films, including Netflix Productions LLC, ABC Studios, CBS Studios Inc. and Twentieth
14 Century Fox Film Corp.

15 5. The routine practice in the motion picture industry—whether for music videos, television
16 commercials, television episodes or feature films—is for the crew members to be issued a walkie-talkie
17 at the beginning of each workday. The walkie-talkie enables the Director or other members of the
18 Production Department (such as the First AD) to communicate with crew members to hold traffic, make
19 adjustments for shots, or advise of schedule changes.

20 6. When working in the entertainment industry, the practice of the crew and me has been to
21 keep the walkie-talkie on at all times throughout the day until “wrap,” when I returned it to the
22 responsible production crew member. I was expected to, and did, respond to all walkie-talkie calls
23 directed to me, whether or not I was actively performing a task or on a short period of downtime
24 between assignments.

25 7. In addition, my routine practice has been and is to remain on or near the set at all times,
26 from the beginning of the day until wrap. This requirement is expressly stated in the Filmmakers Code
27 of Professional Responsibility, a document that is routinely included in film permits issued by FilmLA.
28 Among other things, the Code provides that “[m]eals must be confined to the area designated in the

1 location agreement or permit” and that “[c]ast and crew are to remain in or near the area that has been
2 permitted.” A true and correct copy of the Filmmakers Code of Professional Responsibility is attached
3 hereto as Exhibit 1 Paras. 6, 14.

4 8. I was hired by Defendants to work on a still photography/motion picture production
5 referred to as “FLM 2021 AUG EDITORIAL.” I provided services as a crew member on or about June
6 22, 2021, during the workweek of Sunday, June 20, 2021, through Saturday, June 26, 2021. The wage
7 statement identifies the pay period as the seven-day week of June 20-26, 2021. The normal
8 entertainment industry work week runs from Sunday to Saturday, as reflected on my timecard for the
9 project. A true and correct copy of my partially redacted timecard is attached hereto as Exhibit 2. I
10 worked at least ten hours on the day I performed services for Defendants. Once my employment ended,
11 Defendants were required to pay me no later than the following Friday, July 2, 2021. However, my final
12 paycheck was not prepared until Wednesday, July 14, 2021—nearly two weeks late. A true and correct
13 copy of my partially redacted wage statement for this production is attached hereto as Exhibit 3. I
14 received no premium compensation for Defendants’ failure to provide compliant meal and rest breaks.
15 At all times I was expected to remain on duty and available via walkie-talkie and was never fully
16 relieved of all duty for any meal or rest period.

17 9. I have concluded that I am entitled to recovery from Defendants based on my work for
18 them. During this litigation, I have spent time reviewing documents relating to my employment with
19 Defendants and providing my attorneys with the factual background necessary to understand and
20 interpret those documents.

21 10. I understand my duties and responsibilities as a potential Class Representative. I have
22 discussed these responsibilities with my counsel on several occasions. I am not aware of any interest that
23 conflicts with the interests of the other proposed class members, and I believe I can adequately represent
24 the interests of the class. My individual claims are typical of the claims of the other class members. All
25 class members, including me, were subject to substantially the same payroll practices and to Defendants’
26 failure to provide formal rest breaks during which we were relieved of all duties. In addition, I was paid
27 wages by Defendants in the same manner as the other class members.

28 11. As a class representative, I understand that I owe a fiduciary duty of good faith to the

1 class members and that I cannot act solely in my own self-interest. I have not been promised any special
2 monetary reward or treatment for serving as class representative. I understand that my attorneys may
3 request that the Court award me an enhancement payment for my efforts in this case and for executing a
4 general release of all claims against Defendants. However, I further understand that any such award is
5 entirely within the Court's discretion.

6 12. My primary concern has been, and continues to be, that the motion picture crew members
7 who worked on Defendants' productions be treated fairly and in accordance with the California Labor
8 Code. My motivation in prosecuting this lawsuit is to secure compensation for myself and for the other
9 affected employees based on Defendants' alleged violations of state labor laws.

10 13. Since the filing of this action, I have devoted a significant amount of time to this lawsuit.
11 This has included participating in conferences with my attorneys, speaking with other crew members
12 who worked on Defendants' productions, reviewing and analyzing Defendants' compensation policies
13 and procedures, and collecting and providing relevant documents.

14 14. I have reviewed and am generally familiar with the operative First Amended Complaint
15 and the Settlement Agreement that I signed in December 2025. I understand that the First Amended
16 Complaint was filed pursuant to the terms of the Settlement Agreement.

17 15. I believe that the terms of the Settlement Agreement are fair, adequate, and reasonable.
18 Before signing the agreement, I had an opportunity to review its terms in detail and thoroughly
19 discussed them with my attorneys at Harris & Ruble. I understand that the Settlement Agreement is the
20 result of a formal mediation session with a respected mediator and continued negotiations thereafter.
21 Although I have devoted considerable time to this lawsuit, my motivation has always been to ensure that
22 Defendants pay what is owed to their employees.

23 16. I will continue to participate as needed to bring this case to a final resolution.

24 17. I am participating in this case to pursue my own claims and the claims of the class. I have
25 neither been compensated by my attorneys nor offered or promised any compensation or other financial
26 incentive for my participation, other than the potential service award that is subject to Court approval. I
27 understand my fiduciary obligation to the class and will not place my own financial interests above those
28 of the class.

1 18. I am not aware of any conflicts of interest between myself and the other proposed class
2 members. With respect to the payment of wages and the deficiencies in my wage statements, I am
3 typical of the other crew members who worked on Defendants' productions.

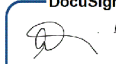
4 19. I believe that the proposed Class Representative Service Award of \$10,000 is fair and
5 reasonable. This enhancement accounts for the approximately 25 hours I have spent on this case
6 (including pre-filing investigation), the risks I assumed (including potential liability for Defendants'
7 costs if the case had been unsuccessful), the stress involved, and the broad general release I signed,
8 which releases all claims against Defendants—not merely the wage-and-hour claims asserted in this
9 action.

10 20. I have actively participated in this litigation by conferring with counsel, assisting in
11 gathering information and documents, providing factual background, analyzing data, and consulting
12 with counsel before, during, and after the mediation. I assisted in the preparation of the complaints,
13 participated in numerous phone calls with counsel throughout the proceedings, and was involved in the
14 extensive negotiations that led to this settlement.

15 21. In addition to the time I devoted, I accepted the risk of potentially being liable for
16 Defendants' costs, which my attorneys advised could amount to tens of thousands of dollars or more. I
17 believed in the merits of this case and was willing to serve as class representative despite those risks.

18 22. This litigation has resulted in a valuable monetary benefit to the class members because
19 of my involvement. In light of the time invested, the risks accepted, the general release signed, and the
20 positive outcome achieved for the class, I respectfully submit that the requested \$10,000 enhancement is
21 fair and reasonable.

22 I declare under penalty of perjury under the laws of the State of California and the United States of
23 America that the foregoing is true and correct. Executed 3/24/2026 in Los Angeles County,
24 State of California.

DocuSigned by:

FC01F845DBA1408...
Eugene Damiano

Index to Exhibits

Exhibit 1: FILMMAKERS CODE OF PROFESSIONAL RESPONSIBILITY

Exhibit 2: Damiano Non-Union Commercial Payroll Time Card (redacted) for week of June 20-26, 2021

Exhibit 3: Damiano July 14, 2021, Wage Statement (redacted)

Exhibit 1

FILMMAKERS' CODE OF PROFESSIONAL RESPONSIBILITY

TO OUR COMPANIES: Filming on location generally means utilizing property that is someone else's house, store, etc., or a public street, sidewalk or other facility. Production company personnel are guests in such places, and are obligated to conduct themselves as such, and treat the public and the location with courtesy. It should not be expected that everyone in the surrounding environment will alter their lives to accommodate the needs of film production. If we do not all work toward improving our relationship with the local communities in which we work, more production will leave Southern California, resulting in fewer jobs for all.

TO THE PUBLIC: If you find this production company is not adhering to the Filmmaker's Code of Professional Responsibility, please call FilmL.A. at 213-977-8600. If calling after normal business hours, you will still be able to report your concerns to a FilmL.A. staff member .

1

The Filmmaker's Code of Professional Responsibility will be attached to every permit, and must be shown to any member of the public who asks.

2

Production companies arriving on location in or near a residential neighborhood should enter the area no earlier than the time stipulated on the permit, and park one by one, turning engines off as soon as possible. Cast and crew must observe designated parking areas.

3

When production passes that identify employees are issued, every crew member must wear the pass while at the location.

4

Moving or towing vehicles is prohibited without the express permission of the municipal jurisdiction or the vehicle owner.

5

Production vehicles may not block driveways without the express permission of the municipal jurisdiction or the driveway owner.

6

Meals must be confined to the area designated in the location agreement or permit. Individuals must eat within the designated meal area. All trash must be disposed of properly upon completion of the meal.

7

Removing, trimming and or cutting of vegetation or trees is prohibited unless approved by the owner, or in the case of parkway trees, the local municipality and the property owner.

8

All catering, crafts service, construction, strike and personal trash must be removed from the location.

9

All signs erected or removed for filming purposes will be removed or replaced upon completion of the use of the location, unless stipulated otherwise by the location agreement or the permit.

10

When departing the location , all signs posted to direct the company to the location must be removed.

11

Noise levels should be kept as low as possible. Generators should be placed as far as practical from residential buildings. **Do not let engines run unnecessarily.**

12

All members of the production company should wear clothing that conforms to good taste and common sense. Shoes and shirts must be worn at all times.

13

Crew members must not display signs, posters or pictures that do not reflect common sense and good taste.

14

Cast and crew are to remain on or near the area that has been permitted. **Do not trespass onto a neighboring resident's or merchant's property.**

15

Cast and crew must not bring guests or pets to the location, unless expressly authorized in advance by the production company.

16

Designated smoking areas must be observed, and cigarettes must always be extinguished in butt cans.

17

Cast and crew must refrain from using lewd or offensive language within earshot of the general public.

18

Cast and crew vehicles parked on public streets must adhere to all legal requirements unless authorized by the film permit.

19

Parking is prohibited on both sides of public streets unless specifically authorized by the film permit.

20

The company must comply with the provisions of the permit at all times.

Exhibit 2

NON-UNION COMMERCIAL PAYROLL TIME CARD

WORK LOCATION REQUIRED

City LA County LA

State CA Foreign

PLEASE COMPLETE W-4 REVERSE SIDE
SHADED AREAS ARE FOR ACCOUNTING USE ONLY

ADDRESS CHANGE

WEEKENDING DATE 6/26/21

PREP

SHOOT \$658.

WRAP

TOTAL 658.6

PRODUCTION COMPANY
Fabletics, LLC

OCCUPATION
Police Officer

EMPLOYEE NAME
Eugene J Damiano

SOCIAL SECURITY NO.

E-MAIL ADDRESS

MOFO

HIRE DATE
06/22/2021

LOANOUT CO.
None

FED. I.D.

KIT RENTAL
None

AICP ACCT. #

MILEAGE

AICP ACCT. #

PER DIEM ALLOWANCE

PER DIEM TAXABLE

AICP ACCT. #

MEAL ALLOWANCE

DATE	JOB NAME/NO.	LOCATION ZIP CODE	TIME IN	1ST MEAL 2ND MEAL	TIME OUT	AICP #	HOURLY RATE	STR	1.5				MEAL PEN	CHECK ONE P S W
SUN	FLM 2021													
MON	AUG EDITORIAL													
TUE 6/22	FLT21020	90046	8.5	14.0 1405	18.5		64.26	8	1.5					
WED														
THU														
FRI														
SAT														
Affordable Care Act Employment Basis: MUST CHECK ONE ☐ Full Time ☐ Part Time ☐ Variable Hour ☐ Seasonal								TOTALS		8	1.5			

Employment Ended: ☒ No ☐ Yes Date: 6/22/21

Special Unpaid Leave: From To

COMMENTS

CA personnel: We have a Medical Provider Network (MPN) for all work-related injuries and/or illnesses. In the event of an injury, your care must be provided by a doctor within the MPN. You may qualify to pre-designate a doctor. For more information, please contact us at 310 440 9675 or wcdept@media.com

By signing, you certify that the record of time worked is correct.

FAB000001

X

EMPLOYEE SIGNATURE

EMPLOYEE PHONE NUMBER

X

PRODUCTION COMPANY APPROVAL

Exhibit 3

media services A Cast & Crew Company				Media Services Payroll, LLC 2300 EMPIRE AVENUE, 5TH FLOOR BURBANK, CA 91504 T 310 440 9600 mediaservices.com				Employee Name: EUGENE J DAMIANO SSN/SIN: Address: City/State/Zip: Corporation Name: Fed Tax ID:				Check Number: 75250 Check Date: 7/14/2021 Invoice #															
W-4 Status <table><tr><td>Marital</td><td>FED</td><td>ST</td><td>LOC</td></tr><tr><td>S</td><td></td><td>2</td><td>0</td></tr></table>				Marital	FED	ST	LOC	S		2	0	Days Worked 1		Resident St CA0009		Union Local NON-UNION		Basis HOURLY		IAP Rate		Period Begin 6/20/2021		Period End 6/26/2021		MPF25005A0454	
Marital	FED	ST	LOC																								
S		2	0																								
Production Company FABLETICS LLC Employer: 800 Apollo St, El Segundo CA 90245 (310) 683-0940 Show Name: FABLETICS LLC																											
TAX ST		EARNINGS TYPE		OCCUPATION		Hours		RATE		AMOUNT		DEDUCTION		CURRENT		YTD											
CA0000		Straight Time		Police		8.00		64.26		514.08		FICA		43.83		43.83											
CA0000		O.T.-1.5X		Police		2.00		96.39		192.78		Federal Income Tax		52.03		52.03											
Total Hours:		10.00										Medicare		10.25		10.25											
												SDI Withholding - CA		8.48		8.48											
												State Withholding - CA		11.11		11.11											
Paid Leave Act						Current			Balance																		
CA SB95 Covid Paid Sick Leave 2021						80.00			80.00																		
California Healthy Workplace Healthy Family Act						0.33			Ineligible for Use																		
TOTALS																											
2021		Taxable		NonTax		Total Gross		Deductions		Net Amount																	
Current		\$706.86				\$706.86		\$125.70		\$581.16																	
YTD		\$706.86		\$0.00		\$706.86		\$125.70		\$581.16																	
Unemployment Claim Inquiry: Go to your state's unemployment web site. Employer For Media Services Payroll, LLC Unemployment & Workers' Compensation 2300 Empire Avenue, 4th floor Burbank, CA 91504 State: CA Employer: 122-6011-3 Claims Only: All other employment related inquiries, contact Production Company Employer.												Job/Epi/Proj FLM 2021 AUG EDITORIAL PMT Comment:															
Please go to mediaservices.com for important W2 information Send address changes to W2@mediaservices.com / Fax 310-254-1700 / Phone 310-471-9386.																											

PAY TO THE ORDER OF
EUGENE J DAMIANO



File Copy

PROOF OF SERVICE

I am an attorney for Plaintiff in the within action, over the age of eighteen years, and not a party to the within action. My business address is Harris & Ruble, 655 North Central Avenue, 17th Floor, Glendale, California 91203. On March 27, 2026, I served the within documents:

DECLARATION OF PLAINTIFF EUGENE DAMIANO IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Electronic Service: I caused the above-entitled document(s) to be served through Case Anywhere addressed to all parties appearing on the electronic service list for the above-entitled case and on the interested parties in this case:

Dale J. Conor (SBN 274123)
JACKSON LEWIS P.C.
50 California Street, 9th Floor
San Francisco, CA 94111
Telephone: (415) 394-9400
Dale.Conor@jacksonlewis.com

Daniel Tran (SBN 352484)
JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2500
Los Angeles, California 90017-5408
Telephone: (213) 689-0404
Facsimile: (213) 689-0430
Daniel.Tran@jacksonlewis.com

I declare under penalty of perjury that the above is true and correct. Executed on March 27, 2026, at Los Angeles, California.



Priya Mohan