

1 Alan Harris (SBN 146079)
2 David Garrett (SBN 160274)
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 dgarrett@harrisandruble.com

10 Attorneys for Plaintiff
11 DOUGLAS WORKMAN

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

DOUGLAS WORKMAN, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

VERSATILE STUDIOS, INC, a California
Corporation; MICHAEL DOS SANTOS, an
individual; SEAN FRENCH, an individual; and
DOE 1 through and including DOE 10,

Defendants.

Case No: 25STCV16425

Location: Dept. 7

Judge: Hon. Samantha Jessner

**DECLARATION OF PLAINTIFF'S
COUNSEL IN SUPPORT OF REQUEST
FOR DISMISSAL OF CLASS ACTION
COMPLAINT WITHOUT PREJUDICE
AND PLAINTIFF'S CLAIMS WITH
PREJUDICE**

Date: December 9, 2025

Time: 9:00 a.m.

Dept.: 7

Spring Street Courthouse
312 North Spring Street
Los Angeles, CA 90012

File Date: June 4, 2025

Trial Date: None Set

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

1. I am an attorney at law duly authorized to practice law before all courts in the State of California. I am one of the attorneys for Plaintiff with the firm of Harris & Ruble. Except as otherwise indicated below, I have personal knowledge of the following facts and could and would competently testify thereto if called as a witness in this action.

3. In the Complaint, Plaintiff alleged that Defendants failed to timely pay all wages due at termination; failed to provide accurate wage statements; failed to pay minimum wage and overtime compensation; failed to provide meal and rest breaks; and sought relief in the form of payment to him and others for wages, liquidated damages, statutory penalties and other relief based upon his work for Defendant on a video production (commercial) for Defendants.

5. This firm has undertaken extensive investigation regarding the allegations in the Complaint. We have been engaged in ongoing discussions with counsel for Defendants. Defendants assert that there was no late payment, and any late payment, which it denies, was not intentional. Defendant further asserts that there are individual issues, e.g., that Plaintiff may not be similarly situated to other employees, so it may be difficult for Plaintiff to achieve class certification due to typicality. Based on the foregoing analysis, my ongoing discussions with counsel for Defendants regarding the case, and a detailed review of relevant documents, Plaintiff agreed to settle his claims with Defendant pursuant to an individual settlement agreement.

2
DECLARATION ISO REQUEST FOR DISMISSAL

1 of \$23,789.00,¹ in exchange for a general release of all individual claims, including a section 1542
2 waiver of unknown claims. As part of the settlement, Plaintiff agreed to seek the Court's approval to
3 dismiss the action against Defendants in its entirety, with class claims dismissed without prejudice.

4 7. As set forth in the settlement, a portion of the settlement will be allocated to attorneys' fees
5 (\$8,507.37) and reimbursement of costs (\$2,520.58), as permitted under Labor Code section 1194.²
6 Plaintiff will receive a net settlement amount of approximately \$12,761.05. The settlement is a fair
7 result considering Plaintiff's alleged continuing wage penalties and other alleged violations such as
8 failure to provide payroll records, wage statements violations and missed breaks.³

9 8. Moreover, in light of the foregoing, Plaintiff decided that, due to this settlement and his
10 personal needs and considerations, he does not wish to continue with the matter and has agreed to
11 dismiss this lawsuit. The settlement is intended to fully and fairly compensate Plaintiff for his claims. As
12 discussed, Defendants vehemently dispute the allegations and certification would prove difficult. For
13 these reasons, the settlement sum is a fair compromise of Plaintiff's individual claims, with both sides
14 bearing their owns costs.

15 9. This case has not yet been certified as a class action. There has been no formal discovery in
16 this case.

17 10. Moreover, no prejudice will come to the class because there has been no publicity or
18 communications to putative class members regarding the matters set forth herein. This firm's website
19 does not refer to the case and never has. Accordingly, no putative class members will suffer prejudice as
20 a result of the settlement and dismissal of Plaintiff's case against Defendants. Any putative class
21 member may pursue their own case if they so desire.

22 11. To effectuate dismissal, conditioned upon court-approval, the Parties ask this Court to
23 dismiss the class action claims without prejudice and the individual claims with prejudice. I have spoken
24

25 ¹ Plaintiff's counsel is lodging a copy of the proposed individual settlements with the Court.

26 ² A true and correct copy of Plaintiff's cost statement is attached hereto as **Exhibit 1**.

27 ³ Plaintiff's alleged late penalties under Labor Code section 203 could be as high as \$30,000.
28 Plaintiff has alleged violations of Cal. Lab. Code §§ 203, 226 and 1198.5, which carry a penalty of \$750
each (\$1,500 total), along with alleged damages for meal breaks, missed breaks, and improper wage
statement (\$50 per pay period). Plaintiff could be entitled to costs and attorney fees pursuant to Cal.
Lab. Code §§ 218.5, 226, 1194. Therefore, this settlement is a fair and reasonable compromise.

1 to Plaintiff, and he understands that the dismissal will affect his claims but will not affect the claims of
2 the other putative class members. Based upon the above, Plaintiff respectfully requests that the Court
3 dismiss the case as requested.

4 12. My law firm prepared a proposed order regarding the present request for dismissal and had it
5 filed concurrently herewith. The proposed settlements have been uploaded to the website for the Labor
6 Workforce Development Agency ("LWDA"), pursuant to the Labor Code section 2698, and no
7 objection has been received. A true and correct copy of the LWDA acknowledgement email is attached
8 hereto as **Exhibit 2**.

9 13. Plaintiff's Counsel has substantial experience in prosecuting class actions, including dozens
10 of class actions involving the application of state and federal wage-and-hour laws over the past twenty
11 years, including Sherman v. CLP Resources, Inc., Central District of California Case No. Case No. CV
12 12-8080 GW (PLAx) consolidated with Case No. CV 12-8080 GW (PLAx); Villanueva v. Mesquite
13 Prods., Los Angeles Superior Court Case No. 20STCV37538; Sanchez v. April 29, 1992, LLC, Los
14 Angeles Superior Court Case No. 22STCV11399; Chookey v. Sears, Central District of California Case
15 No. CV 12-2491-GW (MRWx); Irrgang v. BHC Films, Inc., Los Angeles Superior Court Case No.
16 BC543984; Nall v. Diamond Supply, Los Angeles Superior Court Case No. BC527457; Gonzalez v.
17 Thyssenkrupp, Los Angeles Superior Court Case No. BC568761; Alvarenga v. Insperity, Los Angeles
18 Superior Court Case No. BC529803; Cociu v. David Yurman Retail, LLC., Los Angeles Superior Court
19 Case No. BC604385; Turley v. Chipotle, San Francisco Superior Court Case No. CGC-15-544936;
20 Petrosian v. Turn Around Communications, Inc., Los Angeles Superior Court Case No. 18STCV09026;
21 Ramos v. Steele Water Cable, Inc., Los Angeles Superior Court Case No. BC694818; Altamirano v.
22 Chipotle, Alameda County Superior Court, Case No. RG17851392. He has represented employees in
23 numerous labor-law disputes while at Harris & Ruble. E.g., Sandling v. Seraphim Films, Inc., Los
24 Angeles Superior Court Case No. BC 537787; Graham v. Triumphant Films, Inc., Los Angeles Superior
25 Court Case No. BC 539767; Wong v. Weatherford, Alameda Superior Court Case No. RG 12626790;
26 Perryment v. Sky Chefs, Northern District of California Case No. 3:16-cv-04015-JD; Aravelo v. XPO
27 Logistics, Inc., Los Angeles Superior Court Case No. BC529813; Natale v. Topanga Productions, Inc.,
28 Los Angeles Superior Court Case No. BC599970; Price v. Autozone, Inc., United States District Court

1 Case No. 2:15-CV-076622 (C.D. Cal.); Osorio v. AWGE LLC, United States District Court Case No.
2 2:18-CV-01092 (C.D. Cal.); Arrieta v. Superstation, Inc., Los Angeles Superior Court Case No.
3 BC676302; Dye v. Radford Studios, Inc., Los Angeles Superior Court Case No. BC663326; Luviano v.
4 Multi Cable, Inc., United States District Court Case No. 2:15-CV-05592 (C.D. Cal.); Roach v. Red Bull
5 Distribution, Inc., Los Angeles Superior Court Case No. BC663866; Crawford v. Sears Hometown and
6 Outlet Store, Inc., Riverside Superior Court Case No. RIC1510091; Kleronomos v. E&S Ring Corp.,
7 Los Angeles Superior Court Case No. BC625143; Dye v. Radford Studios, Inc., Los Angeles Superior
8 Court Case No. BC663326; Wigersma v. Motion Theory, Inc., Los Angeles Superior Court Case No.
9 BC531180; Sandling v. Seraphim Films, Inc., Los Angeles Superior Court Case No. BC 537787;
10 Graham v. Triumphant Films, Inc., Los Angeles Superior Court Case No. BC 539767.

11 I declare under penalty of perjury that the foregoing is true and correct and that this declaration
12 was executed on this 30th day of October, 2025, at Los Angeles, California.

13 HARRIS & RUBLE

14 

15
16 *David Garrett*
17 *Attorney for Plaintiff*

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

I am 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 October 11, 2025, I served the within documents:

DECLARATION OF PLAINTIFF'S COUNSEL IN SUPPORT OF SETTLEMENT AND REQUEST FOR DISMISSAL

Electronic Service: I caused the above-entitled document(s) to be served by e-mail to:

Doug Roy doug@cypressllp.com
Alysse Florez alysse@cypressllp.com
Lilian Loh lilian@cypressllp.com

U.S. Mail: I am readily familiar with the Firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business, addressed as follows:

N/A

I declare under penalty of perjury that the above is true and correct. Executed on October 30, 2025, at Los Angeles, California.



Tom Brennan

Exhibit 1

10/24/25

Harris and Ruble

Versatile Studios, Inc. - Costs

All Transactions

Date	Name	Source Name	Memo	Amount
54100 · Case Costs				
54130 · Filing Fees/Atty Svcs				
1 · Filing & eFiling				
11/20/2024	Versatile Studios, Inc. a...	LWDA	Versatile - LWDA-CM-1062555-24 - Douglas Workman	75.00
06/09/2025	Versatile Studios, Inc. a...	Janney & Janney	Versatile - Inv #12135055 eFiling - Complaint	1,496.33
06/27/2025	Versatile Studios, Inc. a...	Janney & Janney	Versatile - Inv #12295898 eFiling - Notice Name Extension	18.28
07/30/2025	Versatile Studios, Inc. a...	Janney & Janney	Versatile - Inv #12535188 eFiling - Notice And Acknowledgment Of Receipt	18.28
08/27/2025	Versatile Studios, Inc. a...	Janney & Janney	Versatile - Inv #12756606-01 eFiling - Initial Status Conference Report	18.28
10/24/2025	Versatile Studios, Inc. a...	Janney & Janney	Versatile - Inv #13181153-01 eFiling - Notice Of Settlement Of Entire Case	18.28
Total 1 · Filing & eFiling				1,644.45
2 · Process Serving				
07/11/2025	Versatile Studios, Inc. a...	Janney & Janney	Versatile - Inv #12296091-02 PARTY TO SERVE: Michael Dos Santos 5566 W. Washingt...	141.11
07/11/2025	Versatile Studios, Inc. a...	Janney & Janney	Versatile - Inv #12296091-01 PARTY TO SERVE: Versatile Studios, Inc. 5566 Washington...	172.01
07/14/2025	Versatile Studios, Inc. a...	Janney & Janney	Versatile - Inv #12296091-03 PARTY TO SERVE: Sean French 1864 North Edgemont Str...	172.01
Total 2 · Process Serving				485.13
3 · Courtesy Copy Delivery				
08/29/2025	Versatile Studios, Inc. a...	Janney & Janney	Versatile - Inv #12756606-02 Courtesy Copy Delivery, Priority - Initial Status Conference R...	46.35
10/24/2025	Versatile Studios, Inc. a...	Janney & Janney	Versatile - Inv #13181153-03 Courtesy Copy Delivery, Priority - Notice Of Settlement Of E...	46.35
Total 3 · Courtesy Copy Delivery				92.70
4 · eService				
10/24/2025	Versatile Studios, Inc. a...	Janney & Janney	Versatile - Inv #13181153-02 eService - Notice Of Settlement Of Entire Case	4.02
Total 4 · eService				4.02
Total 54130 · Filing Fees/Atty Svcs				2,226.30
54135 · Online Case Mgmnt Svcs				
09/08/2025	Versatile Studios, Inc. a...	Case Anywhere	Versatile - Inv #452053 8/1/25 - 8/31/25	16.44
10/08/2025	Versatile Studios, Inc. a...	Case Anywhere	Versatile - Inv #464823 9/1/25 - 9/30/25	59.00
10/24/2025	Versatile Studios, Inc. a...	Case Anywhere	Versatile 10/1/25-10/31/25	59.00
Total 54135 · Online Case Mgmnt Svcs				134.44
54140 · Research Fees				
05/07/2024	Versatile Studios, Inc. a...	LexisNexis	Versatile 4/1/24-4/30/24	15.46
06/07/2025	Versatile Studios, Inc. a...	LexisNexis	Versatile 5/1/25-5/31/25	43.93
07/07/2025	Versatile Studios, Inc. a...	LexisNexis	Versatile 6/1/25-6/30/25	13.76
08/07/2025	Versatile Studios, Inc. a...	LexisNexis	Versatile 7/1/25-7/31/25	37.28
09/08/2025	Versatile Studios, Inc. a...	LexisNexis	Versatile 8/1/25-8/31/25	16.84
10/08/2025	Versatile Studios, Inc. a...	LexisNexis	Versatile 9/1/25-9/30/25	18.02
Total 54140 · Research Fees				145.29
54191 · Postage				
08/19/2024	Versatile Studios, Inc. a...	USPS	Versatile 9/1/24-9/30/24	1.38

10/24/25

Harris and Ruble
Versatile Studios, Inc. - Costs
All Transactions

Date	Name	Source Name	Memo	Amount
11/12/2024	Versatile Studios, Inc. a...	USPS	Versatile 11/1/24-11/30/24	5.54
05/02/2025	Versatile Studios, Inc. a...	USPS	Versatile 5/1/25-5/31/25	0.69
06/19/2025	Versatile Studios, Inc. a...	USPS	Versatile 6/1/25-6/30/25	1.94
06/19/2025	Versatile Studios, Inc. a...	USPS	Versatile 7/1/25-7/31/25	5.00
Total 54191 · Postage				14.55
Total 54100 · Case Costs				2,520.58
TOTAL				2,520.58

Exhibit 2