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11 Attorneys for Plaintiff ADRIAN YEPEZ,
12 on behalf of himself and others similarly situated

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF SAN MATEO**
15

16 ADRIAN YEPEZ, on behalf of himself and
17 other similarly situated,

17 Plaintiff,

18 v.

19 TASTES ON THE FLY SAN FRANCISCO,
20 LLC; and DOES 1 to 100, inclusive,

21 Defendants.
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Case No.: 21-CIV-05010

CLASS ACTION

*[Assigned for all purposes to the
Honorable Nicole S. Healy, Dept. 28]*

**DECLARATION OF ROMAN
OTKUPMAN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

1 **I, Roman Otkupman, declare as follows:**

2 1. I am an attorney duly admitted to the practice of law in the State of California. I am
3 a principal of Otkupman Law Firm, A Law Corporation, and co-counsel for Plaintiff Adrian
4 Yepez, as well as proposed Class Counsel in this action. I have personal knowledge of the facts
5 set forth herein and if called as a witness to testify to them, I could and would do so competently.

6 **Education and Experience:**

7 2. I obtained my Bachelor's degree from the University of California at Los Angeles
8 in 2003. I majored in Economics at the Anderson School of Business and obtained a Minor in
9 Slavic Languages.

10 3. Thereafter, I attended the Thomas Jefferson School of Law, where I focused on
11 studies on Employment law and related litigation. After completing my first year of legal studies,
12 I secured an externship at the Equal Employment Opportunity Commission ("EEOC"), where I
13 worked under the Supervisory Administrative Judge, Larry A. Abrams. While at EEOC, I
14 evaluated the merits of federal employment discrimination claims and recommended dispositions.
15 I further reviewed motions, researched case law, prepared summaries of arguments, and assisted
16 in the preparation of court rulings on summary judgments, motions to compel, and motion to strike
17 decisions. Furthermore, I attended numerous conferences, hearings, and trials pertaining to
18 employee complaints.

19 4. Thereafter, I volunteered at the Employee Rights Center of San Diego where I
20 informed numerous employees about their options and legal avenues in wage and hour and/or
21 employment discrimination disputes.

22 5. Otkupman Law Firm, ALC prosecutes wage and hour cases on behalf of the
23 employees whose rights have been violated. Otkupman Law Firm, either on its own or with co-
24 counsel is currently serving as Plaintiff's counsel of record in dozens of wage and hour and
25 employment class action cases pending in both state and federal court.

26 6. Otkupman Law Firm, ALC has successfully litigated and resolved numerous wage
27 and hour class actions involving failure to pay wages, wage statement violations and derivative
28 Labor Code claims and penalties. See, *Barrios v. Freeway*, Superior Court of California County
of Sacramento, Case No. 34-2015-00183162-CU-OE-GDS; *Hernandez v. CoWorx*, Superior Court

1 of California, County of San Joaquin, Case No. 39-2015-0032567-CU-OE-STK; *Sigourney Esh v.*
2 *Be.Group*, Superior Court of California, County of San Diego, Case No. 37-2014-00006162-CU-
3 OE-NC; *Pakiza A. Ali v. Rainbow USA Inc.*, Superior Court of California, County of San Joaquin,
4 Case No. 39-2015-00320655-CU-OE-STK; *Rosie Orta v. Walgreen Co.*, Superior Court of
5 California, County of Los Angeles, Case No. BC530605; *Jennifer Underwood v. Payroll Direct,*
6 *Inc.*, Superior Court of California, County of Merced, Case No. 15CV-03112; *Jeremiah Putnam*
7 *v. Sagar Diner, Inc.*, Superior Court of California, County of Merced, Case No. SCV011040;
8 *Amanda Maniord v. Hue & Cry, Inc.*, Superior Court of California, County of Shasta, Case No.
9 182115; *Andrew Mojica v. Dedicated Fleet Systems Inc., and Osterkamp Transportation Group,*
10 Superior Court of California, County of Los Angeles, Central Civil West, Case No. BC621739;
11 *Holly Pinheiro v. Stanton Optical Florida LLC, Vision Precision Holdings, LLC*, Superior Court
12 of California, County of San Joaquin, Case No. 39-2015-00323663-CU-OE-STK; Jared Sewell v.
13 Gary D Nelson Associates Inc., Superior Court of California, County of Sonoma, Case No. SCV
14 254929; *David Jimenez v. Modern Interiors*, Superior Court of California, County of Los Angeles,
15 Case No. BC549815; *Patricia Mosley v. Shields for Families*, Superior Court of California, County
16 of Los Angeles, Case No. BC590656; *Teri Parker v. Toms Sierra Co, Inc.*, Superior Court of
California, County of Placer, Case No. SCV0036376.

17 7. Upon becoming a member of the bar, I worked at a boutique employment firm
18 specializing in defense of multi-plaintiff and single plaintiff defense of Wage and Hour claims as
19 well as other various employment claims. There, I was involved in numerous wage and hour
20 actions as well as employment discrimination lawsuits including but not limited to: violation of
21 Labor Code 226, failure to pay overtime, PAGA claims Labor Code 2699 et seq., sexual
22 harassment, gender discrimination, racial discrimination, intentional infliction of emotional
23 distress, breach of contract, conspiracy, breach of good faith and fair dealing, disability
24 discrimination and failure to accommodate, as well as Labor Code Section 132 (a) claims under
25 worker's compensation law.

26 8. I have written numerous articles on various wage and hour and related employment
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1 litigation issues, three of which were published in recent years¹.

2 9. Based on my own investigation and evaluation, I am of the opinion that the
3 Settlement, its allocation among Class Members, and the recovery for each Class Member, is fair
4 and reasonable. I believe I have a strong understanding of the trends in both the likelihood of
5 certification of wage and hour cases and the value of settlements of cases such as this one.

6 10. My opinion takes into consideration, the amounts received in other similar class
7 actions, which I have litigated and/or am familiar with, the risks inherent in litigation of this genre,
8 and the reasonable tailoring of each Class Member's claim to the amount received in the
9 settlement. Based on that knowledge, I am of the opinion the settlement is fair, reasonable and
10 adequate and is in the best interests of the Class. I am also of the opinion that the total consideration
11 and payment outlined in the Settlement Agreement is adequate in light of the uncertainties
12 surrounding the risk of further litigation, and the possible defenses that Defendant has asserted and
13 could assert.

13 **Class Counsel's Attorneys' Fees and Costs:**

14 11. The Parties have agreed that Class Counsel will seek no more than \$350,000.00
15 (i.e., 1/3 of the Gross Settlement Amount) in attorneys' fees. This agreement is fully disclosed in
16 the Settlement Agreement. Any attorneys' fees awarded are subject to this Court's approval at the
17 final approval hearing, in advance of which Plaintiff will file a formal noticed motion.

18 12. This Court can appreciate that litigating a high stakes case against a large Defendant
19 represented by a highly respected law firm in an evolving area of law is not appealing to most
20 lawyers, particularly when the Plaintiff's lawyers will have to finance the litigation. This case was
21 taken solely on a contingency basis and is not a case undertaken lightly. The risk of advancing
22 substantial costs in this type of litigation can be very high.

23 13. We have expended substantial time to date litigating the case and bringing it to
24 fruition. We expect to expend substantially more time through a comprehensive notice and claims
25 program and final approval process. We have aggressively litigated this case from the start. Class
26 Counsel achieved a result whereby each member of the class will receive a payment depending on

27 ¹ 1. Employment Equality in the Workplace – Published in the Valley Lawyer Magazine October 2010 issue.

2. Applying Cat's Paw Theory to Discrimination Cases - Published in the Valley Lawyer Magazine August 2011 issue.

3. ADR in the Employment Arena – Published In the Valley Lawyer Magazine issue June 2012 issue.

1 the number of workweeks that person worked during the relevant time. The Class Members will
2 not be obliged to submit a claim form or worry about sending it in. Moreover, Class Counsel's
3 work is not yet complete, as we will spend a significant amount of time overseeing and
4 participating in the settlement administration process and final approval proceedings.

5 14. Finally, the Settlement Agreement provides that we will seek to recover litigation
6 costs of no more than \$30,000.00 from the Gross Settlement Amount. At the final approval stage,
7 we will submit an itemized statement of costs incurred to the Court for its approval.

8 **No Conflict of Interest with Administrator:**

9 15. I confirm that I am not affiliated in any way with the proposed Settlement
10 Administrator, Simpluris. I do not have any financial interest, ownership interest, or other
11 relationship with Simpluris that could create a conflict of interest or call into question the neutrality
12 of the settlement administration process.

13 I declare under penalty and perjury under the laws of the States of California that the
14 foregoing is true and correct.

15 Executed this 29th day of April 2025 at Westlake Village, California.

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18 _____
Roman Otkupman