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10 **OTKUPMAN LAW FIRM, A LAW CORPORATION**

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11 Westlake Village, CA 91362

Telephone: (818) 293-5623

12 Facsimile: (888) 850-1310

13 Attorneys for Plaintiff Patrick Gobran

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **FOR THE COUNTY OF LOS ANGELES**

16 JULISSA HARRISON and PATRICK
17 GOBRAN, individually, on behalf of all others
similarly situated, and on behalf of the State of
18 California and other aggrieved persons,

19 *Plaintiffs,*

20 v.

21 ZENITH FAST FOOD, INC., a California
22 corporation; ZENITH WINGS, INC., a
California corporation; ZENITH WINGS
23 CASTAIC INC., a California corporation;
ZENITH WINGS VALENCIA INC., a
24 California corporation; and DOES 1 through
25 10, inclusive

26 *Defendants.*
27
28

CASE NO.: 24STCV27676

**DECLARATION OF ROMAN
OTKUPMAN IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND PAGA 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 a
3 principal of Otkupman Law Firm, A Law Corporation, and proposed Class Counsel in this action. I
4 have personal knowledge of the facts set forth herein and if called as a witness to testify to them, I
5 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 in
8 2003. I majored in Economics at the Anderson School of Business and obtained a Minor in Slavic
9 Languages.

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

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

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

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

1 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-OE-
3 NC; *Pakiza A. Ali v. Rainbow USA Inc.*, Superior Court of California, County of San Joaquin, Case
4 No. 39-2015-00320655-CU-OE-STK; *Rosie Orta v. Walgreen Co.*, Superior Court of California,
5 County of Los Angeles, Case No. BC530605; *Jennifer Underwood v. Payroll Direct, Inc.*, Superior
6 Court of California, County of Merced, Case No. 15CV-03112; *Jeremiah Putnam v. Sagar Diner,*
7 *Inc.*, Superior Court of California, County of Merced, Case No. SCV011040; *Amanda Maniord v.*
8 *Hue & Cry, Inc.*, Superior Court of California, County of Shasta, Case No. 182115; *Andrew Mojica*
9 *v. Dedicated Fleet Systems Inc., and Osterkamp Transportation Group*, Superior Court of California,
10 County of Los Angeles, Central Civil West, Case No. BC621739; *Holly Pinheiro v. Stanton Optical*
11 *Florida LLC, Vision Precision Holdings, LLC*, Superior Court of California, County of San Joaquin,
12 Case No. 39-2015-00323663-CU-OE-STK; *Jared Sewell v. Gary D Nelson Associates Inc.*, Superior
13 Court of California, County of Sonoma, Case No. SCV 254929; *David Jimenez v. Modern Interiors,*
14 *Superior Court of California, County of Los Angeles, Case No. BC549815; Patricia Mosley v. Shields*
15 *for Families*, Superior Court of California, County of Los Angeles, Case No. BC590656; *Teri Parker*
16 *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 well
19 as other various employment claims. There, I was involved in numerous wage and hour actions as
20 well as employment discrimination lawsuits including but not limited to: violation of Labor Code
21 226, failure to pay overtime, PAGA claims Labor Code 2699 et seq., sexual harassment, gender
22 discrimination, racial discrimination, intentional infliction of emotional distress, breach of contract,
23 conspiracy, breach of good faith and fair dealing, disability discrimination and failure to
24 accommodate, as well as Labor Code Section 132 (a) claims under worker's compensation law.

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

27 9. Based on my own investigation and evaluation, I am of the opinion that the Settlement,
28 its allocation among Class Members, and the recovery for each Class Member, is fair and reasonable.
I believe I have a strong understanding of the trends in both the likelihood of certification of wage

1 and hour cases and the value of settlements of cases such as this one.

2 10. My opinion takes into consideration, the amounts received in other similar class
3 actions, which I have litigated and/or am familiar with, the risks inherent in litigation of this genre,
4 and the reasonable tailoring of each Class Member's claim to the amount received in the settlement.
5 Based on that knowledge, I am of the opinion the settlement is fair, reasonable and adequate and is
6 in the best interests of the Class.

7 **Factual and Procedural Background**

8 11. On January 28, 2025, Plaintiff Patrick Gobran sent a letter to the PAGA Administrator
9 at the Labor and Workforce Development Agency (LWDA) in compliance with the statutory
10 exhaustion requirements of Labor Code § 2699.3 prior to commencing an action pursuant to Labor
11 Code § 2699 *et seq.* (Attached hereto as **Exhibit "A"** is a true and correct copy of the PAGA letter
12 my office sent to the LWDA on behalf of Plaintiff Gobran.)

13 12. On February 28, 2025, Plaintiff Gobran filed a class action complaint against
14 defendant alleging ten causes of action for numerous Labor Code violations and a violation of the
15 Business & Professions Code.

16 13. On April 4, 2025, Plaintiff Gobran filed a PAGA Complaint against Defendant
17 alleging one cause of action for penalties pursuant to Labor Code section 2699(f) for various
18 violations of the Labor Code.

19 14. On September 14, 2026, Plaintiff Harrison filed a Second Amended Complaint adding
20 Plaintiff Gobran and his claims for purposes of seeking approval of the settlement (the "Operative
21 Complaint").

22 **Settlement Negotiations and Due Diligence**

23 15. After engaging in discussions about the case, informal discovery and comprehensive
24 information exchange, the Parties agreed to engage in private mediation.

25 16. On December 3, 2025, the Parties participated in an all-day mediation session with
26 mediator Abe Melamed, a respected mediator with experience in wage and hour class actions, which
27 led to the settlement via acceptance of a mediator's proposal.

28 17. Discussions between counsel for the Parties, informal discovery, as well as the

1 investigation and evaluation of the claims of Plaintiffs by the Parties, have permitted each side to
2 assess the relative merits of the claims and the defenses to those claims. At all times, the Parties'
3 settlement negotiations have been non-collusive, adversarial and at arm's length. The parties agree
4 that the above-described investigation and evaluation, and the information exchanged during
5 settlement negotiations and mediation, are more than sufficient to assess the merits of the respective
6 Parties' positions and to compromise the issues on a fair and equitable basis. Based on our
7 independent investigation and evaluation, I am of the opinion that the consideration and terms of the
8 Settlement, considering the risk inherent in asserting and prevailing on the representative and the
9 class claims, and the risk of loss on the merits, is fair, reasonable, and adequate in light of all known
10 facts and circumstances, and is in the best interest of the Class. I am also of the opinion that the total
11 consideration and payment outlined in the Settlement Agreement is adequate in light of the
12 uncertainties surrounding the risk of further litigation, and the possible defenses that Defendant has
13 asserted and could assert.

14 **Class Counsel's Attorneys' Fees and Costs**

15 18. The Parties have agreed that Class Counsel will seek no more than \$166,000.00 (i.e.,
16 one-third of the Gross Settlement Amount) in attorneys' fees. This agreement is fully disclosed in the
17 Settlement Agreement. Any attorneys' fees awarded are subject to this Court's approval at the final
18 approval hearing, in advance of which Plaintiffs will file a formal noticed motion.

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

24 20. We have expended substantial time to date litigating the case and bringing it to
25 fruition. We expect to expend substantially more time through a comprehensive notice and claims
26 program and final approval process. We have aggressively litigated this case from the start. Class
27 Counsel achieved a result whereby each member of the class will receive a payment depending on
28 the number of workweeks that person worked during the relevant time. The class members will not

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

4 21. Finally, the Settlement Agreement provides that we will seek to recover reasonable
5 litigation costs, subject to proof. At the final approval stage, we will submit an itemized statement of
6 costs incurred to the Court for its approval. To date, my office's costs are \$9,265.37.

7 **Fee-Splitting Agreement**

8 22. Otkupman Law Firm and Wilshire Law Firm have a fee splitting agreement. The fees
9 shall be split as follows: 40% to Otkupman Law Firm and 60% to Wilshire Law Firm. Pursuant to
10 California Rules of Professional Conduct, rule 1.5.1, Plaintiffs were made aware of the fee splitting
11 agreement in advance and gave written consent.

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

14 Executed this 18th day of September 2026 at Westlake Village, California

15
16 

17 _____
Roman Otkupman

EXHIBIT A

OTKUPMAN LAW FIRM, A LAW CORPORATION

5743 Corsa Ave, Suite 123
Westlake Village, CA 91362
Tel.: 818-293-5623
Fax: 888-850-1310

January 28, 2025

VIA ELECTRONIC FILING

Labor & Workforce Development Agency

VIA CERTIFIED MAIL

Zenith Fast Food, Inc.
12931 Jolette Ave
Granada Hills, CA 91344
Defendant certified mail # 9589 0710 5270 2390 8657 23

VIA CERTIFIED MAIL

Zenith Wings, Inc.
12931 Jolette Ave
Granada Hills, CA 91344
Defendant certified mail # 9589 0710 5270 2390 8657 23

VIA CERTIFIED MAIL

Zenith Wings Valencia, Inc.
12931 Jolette Ave
Granada Hills, CA 91344
Defendant certified mail # 9589 0710 5270 2390 8657 23

VIA CERTIFIED MAIL

Zenith Wings Castaic, Inc.
12931 Jolette Ave
Granada Hills, CA 91344
Defendant certified mail # 9589 0710 5270 2390 8657 23

VIA CERTIFIED MAIL

Agent for Service of Process
Jasbinder Brar
12931 Jolette Ave
Granada Hills, CA 91344
Agent certified mail # 9589 0710 5270 2390 8657 23

Labor & Workforce Development Agency

Zenith Fast Food, Inc.

Zenith Wings, Inc.

Zenith Wings Valencia, Inc.

Zenith Wings Castaic, Inc.

Zenith Fast Food

Wingstop

January 28, 2025

Page 2

VIA CERTIFIED MAIL

Zenith Fast Food

12931 Jolette Ave

Granada Hills, CA 91344

Defendant certified mail # 9589 0710 5270 2390 8657 23

VIA CERTIFIED MAIL

Wingstop

22931 Soledad Canyon Rd

Santa Clarita, CA 91350

Defendant certified mail # 9589 0710 5270 2390 8657 30

Re: ***Patrick Gobran v. Zenith Fast Food, Inc., Zenith Wings, Inc., Zenith Wings Valencia, Inc., Zenith Wings Castaic, Inc., Zenith Fast Food, Wingstop – Labor Code Violations of Zenith Fast Food, Inc., Zenith Wings, Inc., Zenith Wings Valencia, Inc., Zenith Wings Castaic, Inc., Zenith Fast Food, Wingstop – Compliance Letter of California Labor Code § 2698 – Private Attorneys General Act***

Dear Sir or Madam:

This office represents Patrick Gobran (“Plaintiff”), a former California employee of Zenith Fast Food, Inc., Zenith Wings, Inc., Zenith Wings Valencia, Inc., Zenith Wings Castaic, Inc., Zenith Fast Food, Wingstop (“Defendants”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client works for Defendant in Southern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its California non-exempt employees.

Plaintiff began working for Defendants on or about November 9, 2023. While working for Defendant as a Cashier/Cook, Plaintiff was earning (\$16.75) dollars per hour.

Plaintiff and Defendant’s California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and other California employees were further forced to keep their personal cell phone on during their meal and rest breaks in case of emergencies or to address the needs of Defendants’ personnel. Because of this, Plaintiff and Defendant’s California employees were unable to take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one hour’s pay for each missed meal and rest break to

Labor & Workforce Development Agency

Zenith Fast Food, Inc.

Zenith Wings, Inc.

Zenith Wings Valencia, Inc.

Zenith Wings Castaic, Inc.

Zenith Fast Food

Wingstop

January 28, 2025

Page 3

Plaintiff and Defendant's California employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

Plaintiff and Defendant's California employees were required to work off the clock for Defendant. Plaintiff and Defendant's California employees were instructed to use their personal cell phones for work-related reasons. It took Plaintiff on the average of 5-10 minutes to complete these tasks. Defendant did not compensate Plaintiff and Defendant's California employees if these tasks were completed outside of his regular work hours. These excess hours were not recorded on our client's and Defendant's California employees wage statements. Plaintiff and Defendant's California employees should have been compensated for that time, but he was not in violation of Labor Code Sections 510, 1194, and 1194.2. As a result, Plaintiff and Defendant's California employees were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay wages constitute violations of Labor Code § 510 and 1194.

Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-exempt employees. As a result, employees are not properly compensated for work performance in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of Defendant regularly work in excess of eight (8) hours in a day or more than forty (40) hours per week and do not receive overtime compensation at a rate of one and one half of their regular rate. Plaintiff and Defendant's California employees were forced to work overtime and were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay all overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

Defendant failed to issue Plaintiff and Defendant's California employees accurately itemized wage statements. As Defendant failed to compensate Plaintiff and Defendant's California employees with all wages due, as detailed above, their wage statements failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5). Moreover, Plaintiff and the California employees wage statements' failed to accurately state the name and address of the legal entity that is the employer in violation of Labor Code § 226(a)(8), and all applicable hourly rates during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendant's failure to pay all overtime wages due. Since the wage statements provided to Plaintiff failed to accurately reflect the total number of Plaintiff's worked hours, these violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendant's California employees.

Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's California employees timely, accurate, itemized wage statements in accordance with Labor Code § 226 and

Labor & Workforce Development Agency

Zenith Fast Food, Inc.

Zenith Wings, Inc.

Zenith Wings Valencia, Inc.

Zenith Wings Castaic, Inc.

Zenith Fast Food

Wingstop

January 28, 2025

Page 4

keep accurate records and required by §1174(d). The statements provided to Plaintiff and Defendant's California employees, and the records maintained by Defendants, have not accurately reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest premiums, and total hour worked.

Our client further alleges that Defendants paid him and Defendant's California employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they were not paid all wages due and owing throughout the course of their employment as a result of Defendants' failure to pay all premium wages as detailed above, at the time of their separation, they were not paid all final wages due and owing for the entirety of their employment. This violates Labor Code §§ 201-203.

Defendant pays Plaintiff and it's California employees on a bi-weekly basis and has failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must be paid no later than seven calendar days following the close of the payroll period. Due to the violations described above, Plaintiff and Defendant's California employees did not receive all of their wages earned in a timely manner as required by Labor Code § 204(a)(b).

Defendants failed to reimburse Plaintiff and Defendant's California employees for the equipment they purchased to perform work for Defendants. Defendant failed to reimburse Plaintiff and Defendant's California employees for their uniform maintenance. Defendant further failed to reimburse its California employees for using their personal cell phones for the benefit of Defendant. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties." As such, Plaintiff and Defendant's California employees have incurred reasonable and necessary expenses in the course of their job duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

Defendant violated Labor Code § 246 by failing to provide paid sick leave to the aggrieved employees, failing to comply with the accrual and carryover requirements for paid sick leave, failing to provide an employee with written notice each pay period stating the amount of paid sick leave available each pay period and otherwise wholly failing to participate in the Healthy Workplaces, Healthy Families Act of 2014. (Labor Code § 245, *et seq.*).

Defendants failed to pay all wages earned to Plaintiff and Defendant's California employees as a result of the unlawful employment policies and practices herein. As a result of these practices, Plaintiff and Defendant's California employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed

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Zenith Fast Food

Wingstop

January 28, 2025

Page 5

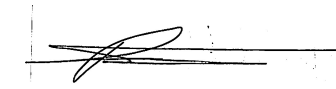
twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure to pay wages as required by law.

We invite Defendants or its attorney(s) to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

OTKUPMAN LAW FIRM

A handwritten signature in black ink, appearing to be 'Roman Otkupman', is written over a horizontal line.

ROMAN OTKUPMAN