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ELECTRONICALLY FILED

Superior Court of California,
Inyo County

04/30/2026 at 03:15:51 PM

By: Lili Felgar, Deputy Clerk

Attorney for Plaintiff,

Angel Gonzalez, on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF INYO

PHILLIP POWELL and ANGEL
GONZALEZ, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

R & S BEVERAGE COMPANY LP, a
California limited partnership; and DOES 1
through 50, inclusive,

Defendants.

Case No. 24UC70842

Assigned for All Purposes to:
Hon. Stephen Place; Dept. 1

**DECLARATION OF ROMAN
OTKUPMAN IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AGREEMENT,
APPROVAL OF NOTICE TO CLASS
MEMBERS, APPROVAL OF
SETTLEMENT ADMINISTRATOR,
AND SETTING HEARING FOR FINAL
APPROVAL OF SETTLEMENT**

Hearing Date: June 12, 2026

Time: 1:00 p.m.

Complaint Filed: June 7, 2024

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, counsel for Plaintiff Angel Gonzalez, and
4 proposed Class Counsel in this action. I have personal knowledge of the facts set forth herein and if
5 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 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 an
12 externship at the Equal Employment Opportunity Commission ("EEOC"), where I worked under the
13 Supervisory Administrative Judge, Larry A. Abrams. While at EEOC, I evaluated the merits of federal
14 employment discrimination claims and recommended dispositions. I further reviewed motions,
15 researched case law, prepared summaries of arguments, and assisted in the preparation of court rulings
16 on summary judgments, motions to compel, and motion to strike decisions. Furthermore, I attended
17 numerous conferences, hearings, and trials pertaining to employee complaints.

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

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

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

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

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

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

9. Based on my own investigation and evaluation, I am of the opinion that the Settlement, its allocation among Class Members, and the recovery for each Class Member, is fair and reasonable.

1 I believe I have a strong understanding of the trends in both the likelihood of certification of wage and
2 hour cases and the value of settlements of cases such as this one.

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

8 **Factual Background and Procedural Posture**

9 11. Defendant employed Plaintiffs during the relevant time period. On October 2, 2024, my
10 office, on behalf of Plaintiff Gonzalez, sent a letter to the PAGA Administrator at the Labor and
11 Workforce Development Agency (LWDA) in compliance with the statutory exhaustion requirements of
12 Labor Code § 2699.3 prior to commencing an action pursuant to Labor Code § 2699 et seq. (Attached
13 hereto as **Exhibit "A"** is a true and correct copy of the PAGA letter my office sent to the LWDA on
14 behalf of my client.) As required, Plaintiff waited sixty-five (65) days before filing his Complaint.

15 12. On December 9, 2024, Plaintiff Gonzalez filed a Class and Representative Action
16 Complaint against Defendant alleging the following causes of action: (1) failure to provide meal periods
17 in violation of Labor Code sections 226.7, 512, 558; (2) failure to provide rest periods in violation of
18 Labor Code sections 226.7, 512, 558; (3) failure to pay all wages in violation of Labor Code sections
19 510, 1194, and 1194.2; (4) knowing and intentional failure to comply with itemized employee wage
20 statement provisions in violation of Labor Code sections 226(a), (e), 1174(d); (5) failure to timely pay
21 wages due at termination in violation of Labor Code sections 201-203; (6) failure to timely pay
22 employees in violation of Labor Code section 204(a), (b); (7) failure to reimburse for business expenses
23 in violation of Labor Code section 2802; (8) violation of Labor Code sections 212(a)(2), 213; (9) failure
24 to pay for all hours worked, including overtime hours worked, in violation of Labor Code sections 210,
25 218; (10) violation of Business and Professions Code section 17200; (11) failure to produce personnel
26 file and employment records in violation of Labor Code sections 226(b), (c), and 1198.5; and (12)
27 penalties pursuant to Labor Code section 2699(f).

28 ///

1 **Settlement Negotiations and Due Diligence**

2 13. After engaging in informal discussions about the case, discovery and comprehensive
3 information exchange, the Parties agreed to engage in private mediation.

4 14. On June 9, 2025, the Parties participated in an all-day mediation session with mediator
5 Steve Paul, a respected mediator with experience in wage and hour class actions, which led to the
6 settlement. The Parties' settlement is outlined in the Stipulation of Settlement ("Settlement
7 Agreement").

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

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

22 16. The Parties have agreed that Class Counsel will seek no more than \$92,500.00 (i.e., 33
23 and 1/3% of the Gross Settlement Amount) in attorneys' fees. This agreement is fully disclosed in the
24 Settlement Agreement. Any attorneys' fees awarded are subject to this Court's approval at the final
25 approval hearing, in advance of which Plaintiffs will file a formal noticed motion.

26 17. This Court can appreciate that litigating a high stakes case against a Defendant
27 represented by a highly respected law firm in an evolving area of law is not appealing to most lawyers,
28 particularly when the Plaintiffs' lawyers will have to finance the litigation. This case was taken solely

1 on a contingency basis and is not a case undertaken lightly. The risk of advancing substantial costs in
2 this type of litigation can be very high.

3 18. We have expended substantial time to date litigating the case and bringing it to fruition.
4 We expect to expend substantially more time through a comprehensive notice and claims program and
5 final approval process. We have aggressively litigated this case from the start. Class Counsel achieved
6 a result whereby each member of the class will receive a payment depending on the number of
7 workweeks that person worked during the relevant time. The class members will not be obliged to
8 submit a claim form or worry about sending it in. Moreover, Class Counsel's work is not yet complete,
9 as we will spend a significant amount of time overseeing and participating in the settlement
10 administration process and final approval proceedings.

11 19. Finally, the Settlement Agreement provides that we will seek to recover litigation costs
12 of no more than \$16,640.00 from the Gross Settlement Amount. At the final approval stage, we will
13 submit an itemized statement of costs incurred to the Court for its approval.

14 **Submission to LWDA**

15 20. My office gave notice of the Settlement Agreement to the LWDA. Attached hereto as
16 **Exhibit "B"** is proof of that notice

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

19 Executed this 30th day of March 2026 at Westlake Village, California.

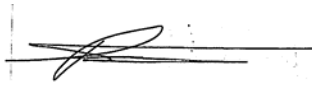
20
21 
22 _____
23 ROMAN OTKUPMAN
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27
28

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

October 2, 2024

VIA ELECTRONIC FILING

Labor & Workforce Development Agency

VIA CERTIFIED MAIL

R & S Beverage Company LP, A California Limited Partnership
17500 Adelanto Rd
Adelanto, CA 92301
Defendant certified mail # 9589 0710 5270 1505 8076 27

VIA CERTIFIED MAIL

Agent for Service of Process
R. Michael Ramirez
17500 Adelanto Rd
Adelanto, CA 92301
Agent certified mail # 9589 0710 5270 1505 8076 27

VIA CERTIFIED MAIL

R & S Beverage Company
17500 Adelanto Rd
Adelanto, CA 92301
Defendant certified mail # 9589 0710 5270 1505 8076 27

Re: ***Angel Gonzalez v. R & S Beverage Company LP, A California Limited Partnership, R & S Beverage Company – Labor Code Violations of R & S Beverage Company LP, A California Limited Partnership, R & S Beverage Company – Compliance Letter of California Labor Code § 2698 – Private Attorneys General Act***

Dear Sir or Madam:

This office represents Angel Gonzalez (“Plaintiff”), a California employee of R & S Beverage Company LP, A California Limited Partnership, R & S Beverage Company (“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 Defendants in Southern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendants engaged in with respect to our client and other of its California non-exempt employees.

Plaintiff began working for Defendants on or about July 27, 2022. While working for Defendants as a Warehouse/Driver, Plaintiff was earning eighteen dollars and twenty cents (\$18.20) 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 Defendant's California employees were forced to continue working through their meal and rest breaks in order to assist Defendant's needs. 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 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 Defendants' California employees were required to work off the clock for Defendant. Defendant routinely made Plaintiff and its California employees wait in line for the timeclock to become available. The time spent waiting in line took Plaintiff on the average of 1-3 minutes to complete. Moreover, Plaintiff and Defendant's California employees were also required to arrive to work at least 1 hour prior to clocking in to do work-related activities without being compensated for it. These excess hours were not recorded on our client's and Defendants' 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.

Additionally, Labor Code Section 1194(a) states: "[n]otwithstanding any agreement to work for a lesser wage, 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. Plaintiff and Defendant's California employees claim that Defendant engaged in "time-shaving." This essentially means that the

Defendant underpaid Plaintiff by rounding the time Plaintiff worked in violation of Labor Code Section 1194(a).

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 Defendants' 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, due to the time-shaving. These violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendants' 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 keep accurate records as 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 its 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).

Defendant 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.

Labor & Workforce Development Agency
R & S Beverage Company LP, A California Limited Partnership
R & S Beverage Company
October 2, 2024
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Defendants has violated Labor Code § 212(a)(2) because they issued Plaintiff and Defendant's California employees their wages through a Pay Card/Gift Cards. Therefore, Plaintiff was not paid all wages due in violation of Labor Code § 212(a)(2). As a result, Defendants are liable for civil penalties pursuant to Labor Code § 212(a)(2). Defendants has violated Labor Code § 213 because it required Plaintiff and Defendant's California employees to receive wages through a Pay Card/Gift Cards. Defendants only paid wages by a Pay Card/Gift Cards. As a result, Defendants are liable for civil penalties pursuant to Labor Code § 213.

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 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

EXHIBIT B

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.



Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXX-XX".

[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

San Bernardino County Superior Court ▼

Court Case Number *

CIVSB2436579

Hearing Date *

05/11/2026

Hearing Time *

08:30

HH:MM

Hearing Location *

San Bernardino Superior C

Number of aggrieved employees *

75

Net Amount to Aggrieved Employees *

3875.00

Gross settlement amount *

277500.00

Gross penalty *

15500.00

Penalties to LWDA *

16625.00

Date of proposed settlement *

02/18/2026

Other PAGA Notices

[Search for PAGA Case number](#)

- ☒ I have searched LWDA's database for other PAGA claims filed against the employer(s) named in my NEW PAGA Claim Notice.
- ☒ There are no other PAGA claims which may be affected by this proposed settlement.
- ☐ The proposed settlement may affect other PAGA claims.
- ☐ A Notice of Related Cases has been filed in all related actions.
- ☒ Plaintiff has provided copies of proposed settlement and moving papers to plaintiffs with claims that are affected by this proposed settlement agreement.
- ☒ Plaintiff has submitted to LWDA the court complaint(s) on which this settlement is based.

Proposed Settlement and Other Documents

Proposed Settlement (must be .pdf or .xlsx) *

 Powell – Stipulation.pdf

Other Attachment (if any, must be .pdf or .xlsx)

 No file chosen[Add Another Attachment](#)

LWDA requests that settling parties provide copies of supporting documents, including memorandum of points and authorities and declaration of counsel filed with the court, to assist LWDA in evaluating proposed settlement agreements.

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

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Previous Page

Submit



Thank you for your Proposed Settlement Submission

From no-reply@formassembly.com <no-reply@formassembly.com>

Date Mon 3/30/2026 11:06 AM

To Gabriela Zaragoza <gabriela@olfla.com>

03/30/2026 11:06:21 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 03/30/2026 11:06:21 AM your Proposed Settlement was successfully processed for case number LWDA-CM-1054125-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private Attorneys General Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)