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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

FREDDIE BUNCH, ARNULFO LABIOS, and ASHLEY NICOLE ELLIOTT on behalf of themselves and all others similarly situated,

Plaintiffs,

vs.

NAPHCARE U.S., INC., an Alabama corporation; NAPHCARE OF SAN DIEGO LLC, a California limited liability company; NAPHCARE PHARMACY, LLC, an Alabama limited liability company, NAPHCARE US DE, LLC, a Delaware limited liability company; NAPHCARE WHOLESALE DISTRIBUTION, LLC, an Alabama limited liability company; NAPHCARE, INC., an Alabama corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 37-2024-00002535-CU-NP-CTL
Assigned to Hon. Judge Matthew C. Braner, Dept. C-60

Complaint filed: January 19, 2024
Trial date: Not Set

CLASS & REPRESENTATIVE ACTION

DECLARATION OF ROMAN OTKUPMAN IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

[*Filed concurrently with*: Plaintiffs' Notice of Motion and Motion for Preliminary Approval of Class Action and PAGA Settlement]

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Attorneys for Plaintiff Ashley Nicole Elliott

I, Roman Otkupman, declare as follows:

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

Education and Experience

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

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

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

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

6. Otkupman Law Firm, ALC has successfully litigated and resolved numerous wage and hour class actions involving failure to pay wages, wage statement violations and derivative 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 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. I believe I have a strong understanding of the trends in both the likelihood of certification of wage and hour cases and the value of settlements of cases such as this one.

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

Settlement Negotiations and Due Diligence

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

12. On January 14, 2026, the Parties participated in an all-day mediation session with mediator Abe Melamed, a respected mediator with experience in wage and hour class actions, which led to the settlement. The Parties' settlement is outlined in the Class Action and PAGA Settlement Agreement ("Settlement Agreement").

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

Class Counsel's Attorneys' Fees and Costs

14. The Parties have agreed that Class Counsel will seek no more than $857,500.00 (i.e., 35% of the Gross Settlement Amount) in attorneys' fees. This agreement is fully disclosed in the

Settlement Agreement. Otkupman Law Firm, A Law Corporation ("OLF")'s time records for services performed in this case are attached hereto as **Exhibit "A"**. The current lodestar for OLF is the following:

Attorney	**Hours**	**Rate**	**Lodestar**
Roman Otkupman	56.5	$950.00	$53,675.00

15. There are additional hours devoted by OLF to this litigation that are not reflected in Class Counsel's request for attorney's fees.

16. Class Counsel risked significant time and expense to ensure the successful settlement in the face of significant risks, including Defendant's defenses on the merits.

17. Class Counsel has significant experience in wage and hour litigation and the skill and expertise required for the issues presented in this case. Class Counsel is qualified to handle this litigation because Class Counsel is experienced in litigating Labor Code violations on both a class and individual basis. Class Counsel has also frequently received fee awards of the requested percentage from the gross recovery for the class and Class Counsel's experience in wage and hour litigation was crucial in evaluating both the strengths and weaknesses of the case and the reasonableness of the settlement.

18. Class Counsel has expended a significant amount of time litigating this case to achieve an excellent result on behalf of the Class Members. In the event that the Court grants final approval of the settlement, Class Counsel will spend additional time monitoring administration of the settlement. The number of hours that Class Counsel has devoted to this case is reasonable. Here, Class Counsel was required to expend considerable time and resources to investigate, litigate, and successfully settle these claims for the benefit of the Class.

19. While I work exclusively on a contingency fee basis, I charge a rate of $950.00 per hour when the award of fees is considered. My charge rate is commensurate with the market rates in Los Angeles for attorneys of comparable experience and skill handling complex litigation, based on my 18 years of experience, qualifications, and expertise. Moreover, this rate has been approved by other courts.

20. Class Counsel's hourly rates are reasonable in light of the significant experience, expertise, and skill of Class Counsel. The attorneys at OLF specialize in employment law and have substantial experience in wage and hour litigation.

21. Class Counsel achieved a result whereby each Participating Class Member will receive a payment without having to submit a claim form. The amount requested here will fairly compensate Class Counsel for their successful vindication of Class Members' rights, taking into account the quality, nature and extent of counsel's efforts, the results achieved and the fact that the amount of fees is sought is consonant with legal precedent. Counsel's diligent, efficient and creative pursuit of this matter positioned Plaintiffs to settle this action successfully, affording redress to the entire class and avoiding the inevitable expense and risk attendant to protracted litigation. In sum, it was through the efforts of Plaintiffs and Counsel that the settlement was obtained.

22. Additional time will be required by Class Counsel to obtain final approval of the settlement and requested awards, monitor the settlement and respond to Class Member inquiries, and oversee the administration of the settlement. Given the time Class Counsel has spent on this case, and the positive reaction by the Class Members, the requested fee award is reasonable and fair and should be awarded.

23. Finally, the Settlement Agreement provides that Class Counsel will seek to recover litigation costs of actual costs incurred from the Gross Settlement Amount. OLF has incurred $6,367.59 in expenses litigating this action. The expenses were reasonably incurred by the OLF. Attached hereto as **Exhibit "B"** is a true and correct copy of the OLF's billing/cost statement.

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

Executed this 20th day of November 2026 at Westlake Village, California.



ROMAN OTKUPMAN

EXHIBIT A

Summary Report

Time - Ashley Nicole Elliott

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Year	Month	Project	Rate	Hours	Amount
2025	Jan	Roman Otkupman	$950.00	26.40	$25,080.00
Total for January 2025				26.40	$25,080.00
2025	May	Roman Otkupman	$950.00	0.40	$380.00
Total for May 2025				0.40	$380.00
Grand Total for 2025				26.80	$25,460.00
2026	Jan	Roman Otkupman	$950.00	9.70	$9,215.00
Total for January 2026				9.70	$9,215.00
2026	Feb	Roman Otkupman	$950.00	2.30	$2,185.00
Total for February 2026				2.30	$2,185.00
2026	Mar	Roman Otkupman	$950.00	8.50	$8,075.00
Total for March 2026				8.50	$8,075.00
2026	Jul	Roman Otkupman	$950.00	0.30	$285.00
Total for July 2026				0.30	$285.00
2026	Aug	Roman Otkupman	$950.00	1.20	$1,140.00
Total for August 2026				1.20	$1,140.00
2026	Sep	Roman Otkupman	$950.00	0.50	$475.00
Total for September 2026				0.50	$475.00
2026	Oct	Roman Otkupman	$950.00	0.40	$380.00
Total for October 2026				0.40	$380.00
2026	Nov	Roman Otkupman	$950.00	6.80	$6,460.00
Total for November 2026				6.80	$6,460.00
Grand Total for 2026				29.70	$28,215.00
Grand	Total	Roman Otkupman	$950.00	56.50	$53,675.00
Grand Total for All				56.50	$53,675.00

EXHIBIT B

Ashley Nicole Elliott v. Naphcare U.S., Inc.

Counsel's Costs

EXPENSE CATEGORY	**EXPENSE**
Filing Fee	$1534.24
Service	$97.85
E-Filing Fees	$135.50
Mediation	$4,600
Total Expenses	**$6,367.59**