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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
PRELIMINARY 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]*

PRELIMINARY APPROVAL HEARING

Date: July 24, 2026
Time: 9:00 a.m.
Dept: C-60

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Attorneys for Plaintiff Ashley Nicole Elliott

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, counsel for Plaintiff Ashley Nicole
4 Elliott, and proposed Class Counsel in this action. I have personal knowledge of the facts set forth
5 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, I
12 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
17 strike 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 v.*
7 *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,
16 County 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
27 litigation issues, three of which were published in recent years.
28

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

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

10 **Settlement Negotiations and Due Diligence**

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

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

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

1 of the uncertainties surrounding the risk of further litigation, and the possible defenses that
2 Defendants have asserted and could assert.

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

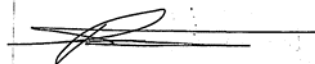
4 14. The Parties have agreed that Class Counsel will seek no more than \$857,500.00
5 (i.e., 35% of the Gross Settlement Amount) in attorneys' fees. This agreement is fully disclosed in
6 the Settlement Agreement. Any attorneys' fees awarded are subject to this Court's approval at the
7 final approval hearing, in advance of which Plaintiffs will file a formal noticed motion.

8 15. This Court can appreciate that litigating a high stakes case against Defendants
9 represented by a highly respected law firm in an evolving area of law is not appealing to most
10 lawyers, particularly when the Plaintiffs' lawyers will have to finance the litigation. This case was
11 taken solely on a contingency basis and is not a case undertaken lightly. The risk of advancing
12 substantial costs in this type of litigation can be very high.

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

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

26 I declare under penalty of perjury under the laws of the States of California that the foregoing
27 is true and correct. Executed this 31st day of March 2026 at Westlake Village, California.

28 

ROMAN OTKUPMAN

EXHIBIT A

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