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Attorneys for Plaintiff Laura Barboza, and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO**

LAURA BARBOZA, an individual, and
DAMON POTTER, an individual, on behalf of
themselves, all others similarly situated, all
aggrieved employees, and the State of
California as a Private Attorneys General,

Plaintiffs,

vs.

RUDOLPH FOODS COMPANY, INC., an
Ohio Corporation; and DOES 1 through 20,
inclusive,

Defendants.

Case No: CIVSB2129090

**DECLARATION OF NAZO
KOULLOUKIAN IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT**

1 **I, NAZO KOULLOUKIAN, RESPECTFULLY DECLARE AS FOLLOWS:**

2 1. I am now and have been at all times relevant to this Declaration an Active Member
3 of the State Bar of California, and Principal and Owner of Koul Law Firm (“Koul Law Firm”),
4 and Class Counsel of record in this action. I make this declaration on the basis of personal firsthand
5 knowledge unless another source of information or belief clearly appears from the context, and as
6 to all such matters I believe them to be true. If called as a witness, I could and would readily and
7 competently testify to all matters stated within.

8 2. I make this declaration in support of Plaintiff’s Motion for Preliminary Approval
9 of Class and Representative Action Settlement Agreement.

10 3. Plaintiff LAURA BARBOZA worked for Defendant Rudolph Foods Company,
11 Inc., from March of 2019 until June of 2021.

12 4. Plaintiff filed her representative PAGA complaint in San Bernardino County
13 Superior Court on November 22, 2021. She later separately filed her putative class complaint on
14 May 19, 2022. The claims in both actions were later consolidated with the filing of a First
15 Amended Class and Representative Action Complaint (“FAC”) in the instant case.

16 5. The operative FAC alleges that Defendant is liable for (1) failing to pay for all hours
17 worked, including overtime hours worked (§218, 510, 558, 1194, 1197, 1198, 1199); (2) failing to
18 pay minimum wage (§200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199); (3) failing
19 to provide timely meal breaks (§226 (a), 226.7, 512, 558, 1198); (4) failing to provide rest breaks
20 (§226, 226.7, 512, 558, 1198); (5) failing to provide proper cool-down rest periods (§226.7, 1198);
21 (6) failing to provide suitable seating (§1198); (7) failing to reimburse for required business
22 expenses (§1198, 280); (8) failure to pay all required sick pay wages (§246); (9) failing to provide
23 accurate wage statements and maintain accurate payroll records (§226, 1174); (10) failure to
24 provide safe and healthful working conditions (§6400 set seq); and (11) unlawful and unfair
25 business practices (Bus. & Prof. Code §17200, et. seq.). Plaintiff further alleges that Defendants
26 are liable for civil penalties under the Private Attorneys General Act (“PAGA”), Labor Code §2698
27 et seq.
28

1 6. The Parties launched meet and confer efforts to explore the facts and circumstances,
2 and later possible resolution of all claims. Defendant produced relevant documents, including
3 contracts, policy documents, and time and payroll records in effect during the class period, which
4 my co-counsel and I reviewed extensively along with our retained expert. These documents, in
5 addition to the numerous documents provided by my client, assisted in preparing for mediation.

6 7. The Parties arrived at this settlement through arm's length bargaining following
7 extensive negotiations. On October 20, 2022, the Parties participated in an all-day mediation
8 presided over by Steve Rottman, Esq. The Parties went into mediation willing to explore the
9 potential for a settlement of the dispute, but each side was also committed and prepared to litigate
10 its position through trial and appeal if a settlement had not been reached. The proposed settlement
11 was reached at the end of an intense, arms-length negotiation process, in which counsel for all
12 parties advanced their respective positions throughout the settlement negotiations, including each
13 side's strengths and weaknesses pertaining to certification of the class and a class-wide trial.

14 7. In settlement of this litigation, Defendant agreed to: (i) pay the maximum settlement
15 amount of \$1,250,000.00, (ii) allow 100% of the settlement funds to be non-reversionary; (iii) send
16 notice to the putative class concerning the settlement; and (iv) permit class members who wish to
17 exclude themselves or object to the settlement to do so. The Settlement amount, including the class
18 action and PAGA allocations, were based on legal and expert analysis, following extensive
19 negotiation with the assistance of the mediator.

20 8. I believe that this is an extremely favorable settlement for the affected employees,
21 providing a remedy consistent with what the classes could expect to receive if they prevailed at
22 trial, but without the lengthy delay and risk of loss that a trial and subsequent appeal would entail.
23 The settlement terms represent a compromise of the parties' disputes and are fair, adequate and
24 reasonable to the classes given the risks that both sides faced in the litigation.

25 **Discovery and Investigation**

26 9. Informal discovery and investigation undertaken by both sides was extensive.
27 Defendant produced relevant documents, including policy documents, and time and payroll
28 records in effect during the class period. My co-counsel and I thoroughly reviewed all discovery

1 and documents produced and, with the assistance of a retained expert, analyzed the time records
2 and payroll data to determine Defendant's potential damage exposure. We then used this analysis
3 in conjunction with the anecdotal evidence and documents provided by Plaintiffs and other
4 employee interviews to obtain detailed discovery on both liability and damages.

5 **Named Plaintiffs' Role**

6 10. Plaintiffs LAURA BARBOZA and DAMON POTTER have been actively
7 involved in this case since its inception at the pre-filing investigation stage. Concerning Plaintiff
8 Barboza, Ms. Barboza spent numerous hours of hours meeting with me and my co-counsel,
9 searching for documents, preparing for mediation, and standing by all day for the duration of the
10 mediation, which was held over zoom. The information provided by Plaintiff Barboza was
11 instrumental in pursuing the wage and hour violations alleged in this action, and the recovery
12 provided for in the Settlement would have been impossible to obtain without her willingness to
13 represent the class. Ms. Barboza provided pre-litigation information to my office that helped
14 identify and explain, not only the claims, but also specific common practices among various class
15 members and how they affected her and her co-workers, and was critical in bringing about the
16 Settlement Agreement.

17 11. In the final analysis, this Class and PAGA Action would not have been possible
18 without the aid of each Plaintiff, who put their own time and effort into this litigation, sacrificed
19 the value of their own individual claims, and placed themselves at risk for the sake of the class
20 members. Moreover, Plaintiffs' names and personal allegations are memorialized in the Complaint
21 thus exposing them to potential liability for costs and industry/employer blacklisting. The
22 requested incentive award of \$10,000 to each Plaintiff (\$20,000 in total), is just 1.6% of the Gross
23 Settlement Fund, is therefore reasonable to compensate Plaintiffs for their active participation in
24 this lawsuit.

25 **Damage Analysis Supporting Fair and Reasonable Settlement**

26 12. My evaluation of liability, damages exposure, and ultimately a fair and reasonable
27 settlement value was informed by several factors, including significant informal discovery and
28 investigation, including: (1) determining Plaintiff Barboza's suitability as the class representative

1 and her suitability as a PAGA Private Attorneys' General through interviews, background
2 investigations, and analyses of employment records; (2) evaluating all of Ms. Barboza's potential
3 claims; (3) researching similar wage and hour class actions as to the claims brought, including the
4 nature of the positions and type of employer; (4) analyzing Defendant's labor policies and
5 practices; (5) analyzing a sample of employee time and wage records; (6) researching settlements
6 in similar cases; (7) conducting a discounted valuation analysis; (8) researching and assisting in
7 the drafting the mediation brief, including a thorough discussion of claims brought by Ms. Barboza
8 in her original complaints; (9) participating in a full day mediation; and (10) participating in
9 extensive, time-consuming and complicated settlement negotiations outside of the mediation
10 sessions; and (11) participating in negotiating and finalizing the Settlement Agreement.

11 13. I concur with the evaluation of liability and damages discussed by my co-counsel
12 in support of this motion, as the damages model was collaboratively established prior to mediation
13 and evolved as we negotiated and considered the various arguments and evidence presented by
14 Defendant. Considering the strength of Plaintiffs' claims and Defendant's defenses, Class Counsel
15 determined that a recovery of \$1,250,000 for the claims asserted in this action is fair and reasonable
16 under the circumstances.

17 **Qualifications**

18 14. I received a B. A. in Communication Studies in 2005 from UCLA. I received my
19 J.D. from University of Maryland School of Law in 2008. I became an Active Member of the
20 State Bar of California in June 2009 and have been an Active Member in good standing
21 continuously since then. I am a current member of the California Employment Lawyers
22 Association (CELA). I have also been named as one of the Rising Stars for the Super Lawyers of
23 Southern California during 2016, 2017, and 2018.

24 15. I founded Koul Law Firm ("Koul Law Firm") in 2017. Prior to starting Koul Law
25 Firm, I was a Senior Associate at Joseph Farzam Law Firm, ("Farzam Law Firm") which was
26 founded in 2002, and where I worked from 2013 through to the end of 2016.

27 16. During the over twelve years since I began practicing law, I have built my practice
28 to have a heavy emphasis on employment and related litigation. I have been successfully, and

1 continuously involved in active litigation and trial work, including without limitation, wage and
2 hour class action litigation, employees' rights, civil rights, discrimination, and sexual harassment
3 claims, and other forms of employment litigation.

4 17. Koul Law Firm co-counsels with various other attorneys, all of whom are actively
5 and continuously practicing in employment litigation, representing almost entirely employee
6 plaintiffs, in both individual and class actions, in this Superior Court, and other Superior Courts
7 throughout the State, in the Court of Appeal, and in various Federal courts. During my time at
8 Farzam Law Firm, and currently with Koul Law Firm, I have litigated hundreds of cases against
9 the largest firms in the country, including but not limited to Buchalter, Gordon & Rees, Ogletree
10 Deakins, Jones Day, Littler Mendelson, Jackson Lewis LLP, Lewis Brisbois Bisgaard & Smith
11 LLP, DLA Piper and Manatt, Phelps & Phillips, LLP. Because of the unique history and nature
12 of my practice, I operate with a high level of knowledge and experience in areas of wage and hour
13 class actions, and labor and employment law. Currently, more than half of my active caseload
14 includes wage and hour class action cases. Besides myself, my firm co-counsels with attorneys
15 with the following qualifications:

- 16 a. Sahag Majarian, II, Loyola Law School, over 28 years of litigation experience;
- 17 b. Hilary Silvia, Of-Counsel to Koul Law Firm, Loyola University Chicago, School
18 of Law, 20 years experience;
- 19 c. Charles Ted Mathews, Loyola Law School, over 45 years of litigation experience,
20 and;
- 21 d. Joshua N. Lange, UCLA School of Law, over 10 years of litigation experience.

22 18. My office is qualified to handle this litigation because we are experienced in
23 litigating Labor Code violations in both individual and class actions. I have served as lead counsel
24 in numerous wage and hour class actions, and have successfully negotiated several settlements,
25 including multiple six-figure cases, amounting to millions of dollars in settlements.

26 19. I was recently appointed class counsel for a class certified for final approval by the
27 Honorable David Cohn representing a class of approximately 400 current and former laborers for
28 wage and hour violations in *Armando Madrigal Barreto v. Etivista Concrete, Inc., et al.*, settled in

1 the Superior Court for the State of California, County of San Bernardino, bearing Case No.
2 CIVDS1712018.

3 20. I recently also won a successful verdict following a two weeks-long trial on behalf
4 of an employee in a case titled *Jespersion v. Lightning Technology, Inc.*, before the Honorable
5 David T. McEachen in the Superior Court of the State of California, County of Orange.

6 21. I am currently counsel for over twenty class and PAGA matters pending in state
7 and federal court across the state of California. Additionally, I was recently appointed class counsel
8 for the following classes, certified for preliminary approval and/or final approval:

- 9 a. ESTELA MONTIJO v. CENTRAL VALLEY LABOR (Case No. 18-CV-03456)
10 in Merced County Superior Court: In Montijo, the Court approved final approval
11 of myself as lead class counsel representing a class of approximately 858
12 employees for wage and hour violations.
- 13 b. CARLOS GONZALEZ v. NYMAN BROS. DAIRY (Case No. 18CV-00238) in
14 Merced County Superior Court: In Gonzalez, the Court approved final approval of
15 myself as lead class counsel representing a class of approximately 213 employees
16 for wage and hour violations.
- 17 c. ELIZABETH PARTIDA v. STATER BROS. MARKETS (Case No.
18 CIVDS1828290) in San Bernardino Superior Court: In Partida, the Court granted
19 preliminary approval on February 4, 2020, for a wage and hour violations on behalf
20 of approximately 1,291 class members.
- 21 d. RIGOBERTO SANDOVAL v. NOVITEX ENTERPRISE SOLUTIONS, INC.
22 (Case No. BC702200) in Los Angeles County Superior Court: In Sandoval, the
23 Court approved a representative action for wage and hour violations on behalf of
24 971 aggrieved employees.
- 25 e. MIGUEL ESCOBAR v. HODES PARKING, INC. (Case No. Case No.:
26 BC713756) in Los Angeles County Superior Court: In Escobar, the Court granted
27 preliminary approval on November 25, 2019, for a wage and hour violations on
28 behalf of approximately 127 class members.

- 1 f. FRANCISCO CISNEROS & ARMONDO ORTIZ v. LAZY DOG
2 RESTAURANTS, LLC (Case No. 56-2017-00501824-CU-OE-VTA) in Ventura
3 County Superior Court: In Cisneros, the Court approved a representative action for
4 wage and hour violations on behalf of approximately 6,927 aggrieved employees.
- 5 g. EDUARDO MARQUEZ & BEATRIZ MARQUEZ v. THREE SONS, INC. DBA
6 AMERICAN MEAT COMPANIES, ET AL. (Case No. BC701526) in Los
7 Angeles Superior Court: In Marquez, the Court approved final approval of myself
8 as lead class counsel representing a class of approximately 249 employees for
9 wage and hour violations.
- 10 h. JOSE SERRANO v. HERITAGE FORD, INC., ET AL. (Case No. CV18002584)
11 in Stanislaus Superior Court: In Serrano, the Court approved a representative
12 action for wage and hour violations on behalf of approximately 114 aggrieved
13 employees.
- 14 i. JOSE ESTRADA v. BURLINGAME INDUSTRIES, ET. AL. (Case No.
15 CIVDS1712815 - Consolidated with Case No. CIVDS1805057) in San Bernardino
16 Superior Court: In Estrada, I was lead class counsel representing a class of
17 approximately 740 employees for wage and hour violations.
- 18 j. LUIS AVILA v. AL DAHRA ACX, INC., ET. AL. (Case No. BC685992) in Los
19 Angeles Superior Court: In Avila, I was preliminarily approved as lead class
20 counsel representing a class of approximately 280 employees for wage and hour
21 violations.
- 22 k. ARMANDO M. BARRETO v. ETIVISTA CONCRETE, ET. AL. (Case No.
23 CIVDS1712018) in San Bernardino Superior Court: In Barreto, I was lead class
24 counsel representing a class of approximately 800 employees for wage and hour
25 violations.
- 26 l. DIAZ/JONES v. THE ENSIGN GROUP, INC. ET. AL. (Case No. 19STCV21041)
27 Los Angeles Superior Court: In Diaz/Jones I was lead class counsel representing a
28 class of approximately 240 employees for wage and hour violations.

- 1 m. GONZALEZ V. NS CORPORATION, (Case No. 20STCV41170) Los Angeles
2 Superior Court: In Gonzalez I was lead class counsel representing a class of
3 approximately 139 employees for wage and hour violations.
- 4 n. MARTINEZ V. PATRICK TREACY INC. ET. AL. (Case No. 56-2021-
5 00549236-CU-OE-VTA) in Ventura County Superior Court: In Martinez, I was
6 lead class counsel representing a class of approximately 178 employees for wage
7 and hour violations.
- 8 o. BALDWIN V. FLEXCARE LLC, ET. AL. (Case No. 34-2020-00289550-CU-OE-
9 GDS) in Sacramento Superior Court: In Baldwin, I was appointed class counsel
10 representing class of 4,741 employees for wage and hour violations. My court
11 approved rate was \$625 per hour.
- 12 p. BERBER v. DELANO FARMS COMPANY, INC. ET. AL. (Case No. BCV-20-
13 101130-TMS in Kern County Superior Court: In Berber, I was appointed class
14 counsel representing class of 208 employees for wage and hour violations. My
15 court approved rate was \$625 per hour.

16 22. My prior firm, Farzam Law Firm, had a number of cases where myself and my partner
17 served as lead class counsel in a practice consisting predominately of trial work. I have
18 successfully represented clients in over 60 cases in federal court, as well as in over 300 matters
19 filed in California Superior Court. I have served as Class Counsel and Interim Class Counsel in a
20 number of other matters. I have also represented plaintiffs acting as private attorneys general in
21 bringing public interest actions against major retail stores, hotels and others who have violated
22 unfair competition laws. My adequacy to serve as Class Counsel is not contested. Additional
23 experience serving as Class Counsel consists of the following:

- 24 a. **JUAN CARLOS BEIZA, et al. v. STAFFING SYSTEMS, INC. et al. (Case No.**
25 **BC466278) in Los Angeles Superior Court:** In *Beiza*, this Court appointed me as
26 class counsel with respect to a class of warehouse, maintenance, and security
27 workers for overtime rounding, missed meal and rest breaks, and various other
28

1 wage penalties. In this matter, we defeated a Motion for Summary Judgment.
2 Thereafter, we attended mediation and settled the matter.

3 **b. JOSE TORRES/ADELINA QUINTANA v. JACOBS FARMS/DEL CABO,**
4 **INC., et al. (Case No. BC499930) in Los Angeles Superior Court:** In *Quintana*,
5 I was lead class counsel where we represented farm employees for failure to pay
6 wages, including overtime, failure to provide meal and rest breaks, failure to
7 provide accurate payroll statements, unfair business practices and conversion of
8 wages.

9 **c. CRISTIAN LUNA, ET AL. V. CHANEL, INC. (2:15-cv-09541-RGK-KK) in**
10 **United States District Court.**

11 23. I have incurred significant out-of-pocket expenses to date, including filing fees,
12 mediation fees, expert fees, and the cost of significant investigation. I anticipate additional costs
13 between now and final approval at which time I will provide a detailed accounting.

14 24. Because most individuals cannot afford to pay for representation in litigation on an
15 hourly basis, Koul Law Firm represents virtually all of its employment law clients on a contingency
16 fee basis. Pursuant to this arrangement, we are not compensated for our time and costs unless we
17 prevail at trial or successfully settle our clients' cases. Because Koul Law Firm is taking the risk
18 that we will not be reimbursed for our time and costs unless our client settles or wins her or her
19 case, we cannot afford to represent an individual employee on a contingency basis if, at the end of
20 our representation, all we are to receive is our regular hourly rate for services. It is essential that
21 we recover more than our regular hourly rate when we win if we are to remain in practice so as to
22 be able to continue representing other individuals in civil rights employment disputes.

23 25. I believe that the fee and costs provision is reasonable. The fee percentage requested
24 is less than the usual customary percentage fee for most employment cases. Moreover, the efforts
25 of my office have resulted in substantial benefits to the class members, in the form of a substantial
26 settlement fund established to compensate settlement class members for unpaid overtime and the
27 other wage and hour violations noted above. I am informed and believe that, without the efforts
28 of my office, the Labor Code and Wage Order violations alleged in the Complaint would have

1 gone completely unremedied. The requested fee award, i.e. 1/3 of Settlement Amount, and cost
2 award provided for in the Settlement are reasonable given the result achieved.

3 26. As a result of my prior experience as class counsel in other class actions, I am fully
4 aware of the responsibilities I would owe as Class Counsel to the Class in this action. Finally, I am
5 not aware of any conflict of interest between myself, on the one hand, and Plaintiff Barboza or any
6 other Class Member or PAGA Member on the other hand, which would interfere with my duties
7 as Class Counsel or impede my representation of the proposed classes.

8 27. For all the reasons provided above, I respectfully request that this Court grant
9 preliminary approval of the proposed settlement and certification of the provisional settlement
10 class.

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

13 Executed on March 3, 2023, at Los Angeles, California.

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16 Nazo Koulloukian
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