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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 FINAL 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 Final Approval of Class
9 and Representative Action Settlement Agreement.

10 **Case Background**

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

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

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

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

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

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

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

Discovery and Investigation

9. Informal discovery and investigation undertaken by both sides was extensive. Defendant produced relevant documents, including policy documents, and time and payroll

1 records in effect during the class period. My co-counsel and I thoroughly reviewed all discovery
2 and documents produced and, with the assistance of a retained expert, analyzed the time records
3 and payroll data to determine Defendant's potential damage exposure. We then used this analysis
4 in conjunction with the anecdotal evidence and documents provided by Plaintiffs and other
5 employee interviews to obtain detailed discovery on both liability and damages.

6 **Named Plaintiffs' Role**

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

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

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

27 12. My evaluation of liability, damages exposure, and ultimately a fair and reasonable
28 settlement value was informed by several factors, including significant informal discovery and

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

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

18 **Qualifications**

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

25 15. I founded Koul Law Firm ("Koul Law Firm") in 2017. Prior to starting Koul Law
26 Firm, I was a Senior Associate at Joseph Farzam Law Firm, ("Farzam Law Firm") which was
27 founded in 2002, and where I worked from 2013 through to the end of 2016.
28

1 16. During the over fifteen years since I began practicing law, I have built my practice
2 to have a heavy emphasis on employment and related litigation. I have been successfully, and
3 continuously involved in active litigation and trial work, including without limitation, wage and
4 hour class action litigation, employees' rights, civil rights, discrimination, and sexual harassment
5 claims, and other forms of employment litigation.

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

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

24 18. My office is qualified to handle this litigation because we are experienced in
25 litigating Labor Code violations in both individual and class actions. I have served as lead counsel
26 in numerous wage and hour class actions, and have successfully negotiated several settlements,
27 including multiple six-figure cases, amounting to millions of dollars in settlements.
28

1 19. I was recently appointed class counsel for a class certified for final approval by the
2 Honorable David Cohn representing a class of approximately 400 current and former laborers for
3 wage and hour violations in *Armando Madrigal Barreto v. Etivista Concrete, Inc., et al.*, settled in
4 the Superior Court for the State of California, County of San Bernardino, bearing Case No.
5 CIVDS1712018.

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

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

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

- 1 e. MIGUEL ESCOBAR v. HODES PARKING, INC. (Case No. Case No.:
2 BC713756) in Los Angeles County Superior Court: In Escobar, the Court granted
3 preliminary approval on November 25, 2019, for a wage and hour violations on
4 behalf of approximately 127 class members.
- 5 f. FRANCISCO CISNEROS & ARMONDO ORTIZ v. LAZY DOG
6 RESTAURANTS, LLC (Case No. 56-2017-00501824-CU-OE-VTA) in Ventura
7 County Superior Court: In Cisneros, the Court approved a representative action for
8 wage and hour violations on behalf of approximately 6,927 aggrieved employees.
- 9 g. EDUARDO MARQUEZ & BEATRIZ MARQUEZ v. THREE SONS, INC. DBA
10 AMERICAN MEAT COMPANIES, ET AL. (Case No. BC701526) in Los
11 Angeles Superior Court: In Marquez, the Court approved final approval of myself
12 as lead class counsel representing a class of approximately 249 employees for
13 wage and hour violations.
- 14 h. JOSE SERRANO v. HERITAGE FORD, INC., ET AL. (Case No. CV18002584)
15 in Stanislaus Superior Court: In Serrano, the Court approved a representative
16 action for wage and hour violations on behalf of approximately 114 aggrieved
17 employees.
- 18 i. JOSE ESTRADA v. BURLINGAME INDUSTRIES, ET. AL. (Case No.
19 CIVDS1712815 - Consolidated with Case No. CIVDS1805057) in San Bernardino
20 Superior Court: In Estrada, I was lead class counsel representing a class of
21 approximately 740 employees for wage and hour violations.
- 22 j. LUIS AVILA v. AL DAHRA ACX, INC., ET. AL. (Case No. BC685992) in Los
23 Angeles Superior Court: In Avila, I was preliminarily approved as lead class
24 counsel representing a class of approximately 280 employees for wage and hour
25 violations.
- 26 k. ARMANDO M. BARRETO v. ETIVISTA CONCRETE, ET. AL. (Case No.
27 CIVDS1712018) in San Bernardino Superior Court: In Barreto, I was lead class
28

counsel representing a class of approximately 800 employees for wage and hour violations.

- l. DIAZ/JONES v. THE ENSIGN GROUP, INC. ET. AL. (Case No. 19STCV21041) Los Angeles Superior Court: In Diaz/Jones I was lead class counsel representing a class of approximately 240 employees for wage and hour violations.
- m. GONZALEZ V. NS CORPORATION, (Case No. 20STCV41170) Los Angeles Superior Court: In Gonzalez I was lead class counsel representing a class of approximately 139 employees for wage and hour violations.
- n. MARTINEZ V. PATRICK TREACY INC. ET. AL. (Case No. 56-2021-00549236-CU-OE-VTA) in Ventura County Superior Court: In Martinez, I was lead class counsel representing a class of approximately 178 employees for wage and hour violations.
- o. BALDWIN V. FLEXCARE LLC, ET. AL. (Case No. 34-2020-00289550-CU-OE-GDS) in Sacramento Superior Court: In Baldwin, I was appointed class counsel representing class of 4,741 employees for wage and hour violations. My court approved rate was \$625 per hour.
- p. BERBER v. DELANO FARMS COMPANY, INC. ET. AL. (Case No. BCV-20-101130-TMS in Kern County Superior Court: In Berber, I was appointed class counsel representing class of 208 employees for wage and hour violations. My court approved rate was \$625 per hour.
- q. BERBER v. DELANO FARMS COMPANY, INC. ET. AL. (Case No. BCV-20-101130-TMS in Kern County Superior Court: In *Berber*, I was appointed class counsel representing class of 208 employees for wage and hour violations.
- r. CASEMENT V. SOLIANT, ET. AL. (KSC Case No. BCV-19-102213) a class action filed on behalf of healthcare workers alleging labor code violations.
- s. TERRY V. SOLIANT, ET. AL. (LASC Case No. 20STCV34826) a PAGA only action filed on behalf of healthcare workers alleging labor code violations.

- 1 t. LEWIS V. AUREUS MEDICAL GROUP, INC. (Orange County Case No. 30-
2 2020-01150700-CU-OE-CXC) a class and PAGA action filed on behalf of hourly
3 healthcare workers.
- 4 u. DOMINGUEZ V. COMMUNITY VETERINARY CLINICS, LLC, ET AL.
5 (LASC Case No. 20STCV34601) a class and PAGA action filed on behalf of 820
6 hourly employees alleging labor code violations.
- 7 v. WOEHRLE V. AMN SERVICES, LLC, ET AL. (LASC Case No. 19STCV15213)
8 a class, FLSA collective, and PAGA action filed on behalf of 2,272 California
9 Class Members, 15,226 FLSA collective members, and 8,494 aggrieved
10 employees, all healthcare workers alleging wage and hour violations.
- 11 w. SEIDEL V. AIDS HEALTHCARE FOUNDATION (LASC Case No.
12 20STCV21938), a class and PAGA action filed on behalf of 1,500 hourly
13 employees alleging labor code violations.
- 14 x. ORTEGA V. MICHAEL L. MANNA RANCH, INC., (San Joaquin Superior
15 Court Case No. STK-CV-UOE-2021-5442), a class and PAGA action filed on
16 behalf of over 1,000 field laborers alleging wage and hour violations.
- 17
- 18

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

- 27 a. JUAN CARLOS BEIZA, et al. v. STAFFING SYSTEMS, INC. et al. (Case No.
28 BC466278) in Los Angeles Superior Court: In *Beiza*, this Court appointed me as

1 class counsel with respect to a class of warehouse, maintenance, and security
2 workers for overtime rounding, missed meal and rest breaks, and various other
3 wage penalties. In this matter, we defeated a Motion for Summary Judgment.
4 Thereafter, we attended mediation and settled the matter.

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

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

12 **Risk Assumed by Koul Law Firm**

13 23. Before agreeing to represent Plaintiff and the proposed class in this action, I
14 carefully weighed the potential benefits and risks of committing to this litigation. Because most
15 individuals cannot afford to pay for representation in litigation on an hourly basis, Koul Law Firm
16 represents virtually all of its employment law clients on a contingency fee basis. This matter is no
17 different. I, therefore, understood that there was a very real possibility that I would never be able
18 to recoup my investment of time and money in this case. I also understood that even if I was
19 ultimately able to recoup the investment of time and money, there would necessarily be a delay
20 (potentially of many years) between the time these expenditures were made by my firm and the
21 time that we were paid. Because of the real risk of obtaining no payment whatsoever, the certainty
22 that payment (if any) would be delayed, and the large investment of time and money that would
23 likely be required, I would not have agreed to represent Plaintiff and the proposed class on a pure
24 hourly basis.

25 24. From the initiation of this case, my firm undertook considerable risk that – despite
26 the significant investment of time and money – we would never receive any payment from the
27 prosecution of this action. We also knew that prevailing and ultimately collecting any recovery
28

1 from Defendant in this matter was never anywhere near certain, considering the complexity of
2 class action claims, the legal viability of Plaintiff's claims, whether Plaintiff would be able to
3 obtain the necessary discovery and evidence to support those claims, whether Plaintiff would be
4 able to successfully certify a class, and whether Plaintiff would be successful at trial. I accepted
5 and proceeded with this litigation in the face of this uncertainty, agreeing to undertake this
6 litigation on a wholly contingent basis and thereby initiating complex, expensive, and lengthy
7 litigation, with no guarantee of compensation for the significant amount of time, money, and effort
8 that we were prepared to and did invest to prosecute this case. Because Koul Law Firm is taking
9 the risk that we will not be reimbursed for our time and costs unless our clients settle or win their
10 case, we cannot afford to represent an individual employee on a contingency basis if, at the end of
11 our representation, all we are to receive is our regular hourly rate for services. It is essential that
12 we recover more than our regular hourly rate when we win if we are to remain in practice so as to
13 be able to continue representing other individuals in civil rights employment disputes.
14

15 25. By pursuing this litigation and devoting the significant resources that this litigation
16 required, my firm necessarily had to forego developing and working on other cases available to
17 us. To augment the practical limitations of managing a relatively small practice, I have developed
18 close relationships with several other experienced attorneys, as listed above, to work together as
19 "Of Counsel" or co-counsel in numerous cases handled by Koul Law Firm.

20 **Attorneys' Fees and Costs**

21 26. I believe that the fee and costs provision is reasonable. The fee percentage
22 requested of 1/3 of the settlement is the usual customary percentage fee for most employment
23 cases. As stated above, my office takes on a lot of risk with wage and hour class actions, investing
24 significant time, money, and resources into the case, with payment deferred to the end of the case,
25 and then, of course, entirely contingent on the outcome. A recovery of 1/3 of the common fund
26 has been routinely approved by California courts in wage and hour class actions.
27
28

27. My office invested significant time and resources into the case, with payment deferred to the end of the case and contingent on the outcome. My office's efforts included, without limitation, the following:

- Conducting numerous interviews with Plaintiff Barboza, Class Members, and witnesses;
- review of documents produced by the Plaintiff;
- conducting extensive legal research into Plaintiff's claims;
- preparation of multiple drafts of the PAGA notice letter and Amended PAGA Notice letter;
- preparation of the Complaint, First Amended Complaint, and Stipulation and Order to permit filing of FAC in Barboza action;
- engaging in informal discovery;
- conducting numerous conferences and correspondence with Defendant's counsel to obtain relevant documents and information;
- review of extensive documents produced by Defendant, including employment records, and time and payroll records;
- legal research regarding Defendant's practices;
- assisting in the preparation of mediation brief;
- preparation for and attendance at the mediation;
- negotiations and multiple revisions of the Settlement Agreement;
- negotiations and revisions of the notice;
- preparation of my declaration in support of the motion for preliminary approval and reviewing the draft motion;
- collaborating with my co-counsel throughout this litigation to ensure effective advocacy for Plaintiffs and the putative class;
- any and all further action required to implement the Court's order on final approval.

1 28. It is further estimated that my office will need to expend at least another 8-12 hours
2 to monitor the process leading up to the final approval and payments made to the class. My office
3 also bears the risk of taking whatever actions are necessary if Defendant fails to pay. In a recent
4 case, that has meant over 50 hours spent post-final approval in efforts to collect on behalf of the
5 class.

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

15 30. As a result of my prior experience as class counsel in other class actions, I am fully
16 aware of the responsibilities I would owe as Class Counsel to the Class in this action. Finally, I am
17 not aware of any conflict of interest between myself, on the one hand, and Plaintiff or any other
18 Class Member or aggrieved employee on the other hand, which would interfere with my duties as
19 Class Counsel.

20 31. My current billing rate is \$675.00 per hour as managing partner of Koul Law Firm
21 and based on my aforementioned experience practicing in areas, including without limitation,
22 wage and hour class action litigation, employees' rights, civil rights, discrimination, and sexual
23 harassment claims, and other forms of employment litigation.

24 32. My office requests the foregoing billable rates be applied in this case as the rates
25 are more than reasonable in the Southern California legal market for attorneys who handle complex
26 class actions involving hundreds or thousands of class members. This hourly rate is commensurate
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1 with the market rate for fees according to the Laffey Matrix, a court approved and adopted survey
2 of attorney hourly rates, which places my market rate at \$829.

3 33. The hourly rates used to calculate the lodestar set forth herein also fall well within
4 the range approved as reasonable by courts in similar class action cases. See *Prison Legal News*
5 *v. Schwarzenegger*, 608 F.3d 446, 455 (9th Cir. 2010) (district court did not abuse its discretion in
6 awarding 2008 hourly rates for attorneys of up to \$875 for a partner, \$700 for an attorney with 23
7 years of experience, \$425 for an attorney with approximately five years of experience, and \$190
8 for paralegals); *Gutierrez v. Wells Fargo Bank, N.A.*, 2015 WL 2438274, at *5 (N.D. Cal. May 21,
9 2015) (finding reasonable rates for attorneys of between \$474 to \$975 for partners, \$300 to \$490
10 for associates, and \$150 to \$430 for litigation support and paralegals).

11 34. To date, I have invested **213.6** attorney hours in this case. It is further estimated that
12 my office will need to expend at least another 8-12 hours to monitor the remaining process leading
13 up to the final approval and payments made to the class.
14

15 35. The **\$5,306.11** in costs have been reasonably and necessarily incurred and are
16 detailed in the attachment to this declaration. A true and correct copy of my firm's expense sheet
17 for this matter is attached hereto as **Exhibit 1**.

18 I declare under penalty of perjury under the laws of the State of California that the
19 foregoing is true and correct.
20

21 Executed on July 24, 2023, at Los Angeles, California.

22
23 
24 _____
NAZO KOULLOUKIAN
25
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EXHIBIT 1

KOUL LAW FIRM - Cost Sheet for Barboza v. Rudolph Foods Company, Inc., et al.

A. KOUL LAW FIRM's Costs

1. Filing Fees and Service of Process

a. Filing Fee = \$1,692.45 + \$123.61 + \$40.00 + \$1,725.00 + \$144.55 + \$109.95 + \$144.55 +
\$300.00 = \$3,198.05

2. Expert Fees - \$600.00

3. Courtcall - \$426.00

TOTAL COSTS FOR KOUL LAW: \$5,306.11