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Attorneys for Plaintiff, HEIDI BIBIANO

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

ANGELICA MENDOZA and HEIDI BIBIANO,
individually, and on behalf of all others similarly
situated,

Plaintiffs,

v.

JDC FOOD SERVICES, INC., a California
corporation; and DOES 1 through 10, inclusive,,

Defendants,

Case No.: 30-2023-01330193-CU-OE-CXC

[Assigned for all purposes to the Hon. David
Hoffer, Dept. CX103]

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

Date: January 26, 2026
Time: 1:30 p.m.
Courtroom: CX-103
Judge: Hon. David Hoffer

Action Filed: May 30, 2023
Trial Date: Not Set

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, Principal and Owner of Koul Law Firm, APC (“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 the Motion for Final Approval of Class and
9 Representative Action Settlement Agreement.

10 3. My firm and Moon Law Group, PC, have entered into a Joint Prosecution
11 Agreement to represent the putative Class Representative Plaintiffs in their claims as alleged in
12 the operative complaint. Each Plaintiff has consented in writing to this agreement.

13 **Case Background**

14 3. Plaintiff HEIDI BIBIANO (“Ms. Bibiano”) was employed by Defendant as an
15 hourly, nonexempt worker in Defendant’s fast-food restaurant. Without waiving attorney-client
16 privilege, I can summarize Ms. Bibiano’s complaints and representations regarding her
17 employment experience. She reported standard wage and hour issues endemic in the fast food
18 industry, including not being paid for all hours worked and being denied meal and rest breaks. She
19 also raised concerns about not receiving reimbursements for business expenses, lacking suitable
20 seating, not having access to cool-down rest periods, and working in unsafe conditions.

21 4. Plaintiff HEIDI BIBIANO filed a PAGA notice letter on November 3, 2023, and
22 filed a Class and PAGA Representative Action Complaint on January 23, 2024, in Orange County
23 Superior Court, case no. 30-2024-01375594-CU-OE-CXC. I continued my research and
24 investigation after filing the lawsuit. In connection with the settlement, the Parties agreed that Ms.
25 Bibiano and her claims would be added to this action and that Ms. Bibiano would dismiss her
26 separately filed action in its entirety without prejudice.

5. 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.

Role of Plaintiff Heidi Bibiano

6. Plaintiff Heidi Bibiano has been actively involved in this case since its inception at the pre-filing investigation stage since 2023. Ms. Bibiano kept and produced records relevant to her claims which enabled me to conduct a meaningful pre-filing analysis and due diligence investigation. Ms. Bibiano spent numerous hours meeting with me and my Of-counsel, searching for documents, preparing for mediation, and standing by all day for the duration of the mediation. The information provided by Plaintiff was instrumental in pursuing the wage and hour violations alleged in this action, and the recovery provided for in the Settlement would have been impossible to obtain without her willingness to represent the class. Ms. Bibiano provided pre-litigation information to my office that helped identify and explain, not only the claims, but also specific common practices among various class members and how they affected her and her co-workers and was critical in bringing about the Settlement Agreement. Ms. Bibiano put her own time and effort into this litigation, sacrificed the value of her own individual claims, and placed herself at risk for the sake of the class members. Moreover, Plaintiff's name and personal allegations are memorialized in the pleadings thus exposing them to potential liability for costs and industry/employer blacklisting. The requested enhancement award of \$5,000.00 for Ms. Bibiano is reasonable to compensate them for their prolonged and active participation in this lawsuit.

Qualifications

7. I received a B. A. in Communication Studies in 2005 from UCLA. I received my J.D. from University of Maryland School of Law in 2008. I became an Active Member of the State Bar of California in June 2009 and have been an Active Member in good standing continuously since then. I am a current member of the California Employment Lawyers Association (CELA).

1 8. I founded Koul Law Firm in 2017. Prior to starting Koul Law Firm, I first worked
2 in defense-side litigation and before joining the plaintiff-side employment law bar.

3 9. During the seventeen years I have been practicing law, I built my practice to have
4 a heavy emphasis on employment litigation. I have been heavily, successfully, and continuously
5 involved in active litigation and trial work, including wage and hour class action litigation,
6 employees' rights, civil rights, discrimination, and sexual harassment claims, and other forms of
7 employment disputes.

8 10. My office is qualified to handle this litigation because we are experienced in
9 litigating Labor Code violations in both individual and class actions. I have served as lead counsel
10 in numerous wage and hour class actions, and have successfully negotiated several settlements,
11 including multiple six and seven-figure cases.

12 11. I am currently counsel for over thirty class and PAGA matters pending in state and
13 federal court across the state of California. Below is a representative sample of cases wherein I
14 was recently appointed class counsel for cases certified for final approval and/or PAGA counsel
15 for approved PAGA settlements:

- 16 • *Estela Montijo v. Central Valley Labor* (Case No. 18-CV-03456): class of
17 approximately 858 class members.
 - 18 • *Elizabeth Partida v. Stater Bros. Markets* (Case No. CIVDS1828290): class of
19 approximately 1,291 class members.
 - 20 • *Rigoberto Sandoval v. Novitex Enterprise Solutions, Inc.* (Case No. BC702200): PAGA
21 class of 971 aggrieved employees.
 - 22 • *Francisco Cisneros & Armondo Ortiz v. Lazy Dog Restaurants, LLC* (Case No. 56-
23 2017-00501824-CU-OE-VTA): PAGA action on behalf of 6,927 aggrieved employees.
 - 24 • *Jose Estrada v. Burlingame Industries, Et. Al.* (Case No. CIVDS1712815 - Consolidated
25 with Case No. CIVDS1805057): class of approximately 740 class members.
 - 26 • *Armando M. Barreto v. Etivista Concrete, Et. Al.* (Case No. CIVDS1712018): class of
27 approximately 800 class members.
- 28

- 1 • *Baldwin v. Flexcare LLC, Et. Al.* (Case No. 34-2020-00289550-CU-OE-GDS): class of
2 4,741 class members.
- 3 • *Dominguez v. Community Veterinary Clinics, Llc, Et Al.* (LASC Case No.
4 20STCV34601): class of approximately 820 class members.
- 5 • *Woehrle v. Amn Services, LLC, Et Al.* (LASC Case No. 19STCV15213): a class, FLSA
6 collective, and PAGA action filed on behalf of 2,272 California Class Members, 15,226
7 FLSA collective members, and 8,494 aggrieved employees, all healthcare workers
8 alleging wage and hour violations.
- 9 • *Ortega v. Michael L. Manna Ranch, Inc.,* (San Joaquin Superior Court Case No. STK-
10 CV-UOE-2021-5442): class of over 1,000 field laborers..
- 11 • *Thomas v. Platinum Empire Group, Inc.* (Case No. 21-CIV-00277): class of
12 approximately 1,400 hourly healthcare workers.
- 13 • *Brown v. Tempus, LLC* (Case No. 22STCV27967): PAGA action on behalf of
14 approximately 1,500 healthcare workers.
- 15 • *McCrary v. Scoot Education, Inc.* (Case No. 22STCV29832): PAGA action on behalf
16 of approximately 3,400 education workers.
- 17 • *Zarazua v. Industrial Clerical Recruiters, Inc., et al., (Case No. CIVSB2126751): class*
18 *of approximately 6,353 workers.*
- 19 • *Montanez v. Professional Maintenance Systems, Inc.* (Case No. 37-2022-00048199-CU-
20 OE-CTL): class of approximately 2,700 maintenance and janitorial workers.
- 21 • *Valdez v. Starbucks Corporation* (Case No. PSC1908409): PAGA action on behalf of
22 approximately 101,800 Starbucks employees.
- 23 • *Perez v. Torrance Memorial Medical Center* (Case No. 23STCV06999): class of
24 approximately 5,700 workers.

1 12. My prior firm, Farzam Law Firm, had a number of cases where my partner and I
2 served as lead class counsel in a practice consisting predominately of trial work. I have successfully
3 represented clients in over 60 cases filed in federal court, as well as in over 300 matters filed in
4 California Superior Court. My adequacy to serve as Class Counsel is not contested.

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6 **Risks Assumed by Koul Law Firm**

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

19 14. I accepted and proceeded with this litigation in the face of this uncertainty, agreeing
20 to undertake this litigation on a wholly contingent basis and thereby initiating complex, expensive
21 and lengthy litigation, with no guarantee of compensation for the significant amount of time,
22 money and effort that we were prepared to and did invest to prosecute this case.

23 15. By pursuing this litigation and devoting the significant resources that this litigation
24 required, my firm necessarily had to forego developing and working on other cases available to
25 us. To augment the practical limitations of managing a relatively small practice, I have developed
26 close relationships with several other experienced attorneys, as listed above, to work together as
27 “Of Counsel” or co-counsel in numerous cases handled by Koul Law Firm.
28

Attorneys' Fees and Costs

16. I believe that the fee and costs provision is reasonable. The fee percentage requested of 33 1/3% is the usual customary percentage fee for most employment class and representative cases. As stated above, my office takes on a lot of risk with wage and hour class actions, investing significant time, money, and resources into the case, with payment deferred to the end of the case, and then, of course, entirely contingent on the outcome. A recovery of 33 1/3% of the common fund has been routinely approved by California courts in wage and hour class actions.

17. As a result of my prior experience as class counsel in other class actions, I am fully aware of the responsibilities I would owe as Class Counsel to the Class in this action. I am not aware of any conflict of interest between myself, on the one hand, and Plaintiffs or any other Class Member, on the other hand, which would interfere with my duties as Class Counsel or impede my representation of the proposed Class.

18. I have incurred **\$2,122.15** in out-of-pocket expenses to date. A true and correct copy of my firm's expense report for this matter is attached hereto as **Exhibit A**.

19. Since I began representing Ms. Bibiano in 2023, I have spent **77.4** hours working on this matter. My current billing rate is \$750 per hour as managing partner of Koul Law Firm, APC, and based on my experience of seventeen years practicing in areas, including wage and hour class action litigation, employees' rights, civil rights, discrimination, and sexual harassment claims, and other forms of employment litigation.

20. Of-Counsel to Koul Law Firm, Hilary Silvia, has actively participated in this litigation since the outset, investing **26.8** hours in this action. Ms. Silvia has over 20 years of practice experience and a billable rate of \$800/hour. Ms. Silvia received a B.B.A. in Business Management and a second major in Philosophy from the University of Notre Dame in 2000, and a J.D. from Loyola University, Chicago, in 2003. She became a member of the Illinois State Bar in 2003 (currently inactive) and a member of the California Bar in 2005. She has been practicing plaintiff-side wage and hour class action litigation since 2008 and, in addition to her law practice, has earned tenure as a professor of business law at Calif. State University, Northridge. Ms. Silvia

1 is a published academic author, law and motion specialist, and recognized expert in the wage theft
2 arena.

3 21. My office requests the foregoing billable rates be applied in this case as the rates
4 are more than reasonable in the Southern California legal market for attorneys who handle complex
5 class actions involving hundreds or thousands of class members. The hourly rates used to calculate
6 the lodestar set forth herein also fall well within the range approved as reasonable by courts in
7 similar class action cases. The lodestar for Koul Law Firm, APC, is as follows:

Attorney	Hours	Rate	Total
Nazo Koulloukian	77.4	\$750	\$58,050
Hilary Silvia	26.8	\$800	\$21,440
Total			\$79,490

14 22. The proposed award of attorneys' fees to Class Counsel in this case can be justified
15 under either method – lodestar or percentage recovery. Class Counsel, however, intends to base
16 the proposed award of fees, costs, and expenses on the percentage method, as many of the entries
17 in the time records would have to be redacted to preserve attorney-client and attorney work-product
18 privileges.

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23. Finally, I am not aware of any pending litigation that would be affected by this settlement. I am not aware of any conflicts of interest between myself and Plaintiff, any Class Member, any aggrieved employee, or the settlement administrator, that would interfere with my duties as Class Counsel or impede my representation of the proposed Class.

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

Executed on December 26, 2025, in Glendale, California.


NAZO KOULLOUKIAN

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EXHIBIT A

KOUL LAW FIRM - Cost Sheet for Bibiano v. JDC Food Services, Inc., et al.

A. KOUL LAW FIRM's Costs

1. Filing Fees and Service of Process (Bosco, OneLegal)
 - a. Filing Fee = \$1,495.04 + \$110.00 + \$25.00 + \$17.71 + \$47.20 + \$52.20 + \$300.00 =
\$2,047.15
2. LWDA Filing - \$75.00

TOTAL COSTS: \$2,122.15

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 725 S. Figueroa St., 31st Floor, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **DECLARATION OF NAZO KOULLOUKIAN IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION AND REPRESENTATIVE ACTION SETTLEMENT** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Ian B. Wieland
David G. Litman
Tristan Matthews
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Counsel for Plaintiff, HEIDI BIBIANO

- ☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.
- ☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.
- ☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the offices of the addressee(s) named herein.
- ☐ **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed this **December 29, 2025**, at Los Angeles, California.

Type or Print Name

Signature