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8 SUPERIOR COURT OF CALIFORNIA

9 COUNTY OF SAN FRANCISCO

10 COORDINATION PROCEEDING SPECIAL
TITLE [RULE 3.550]

CASE NO. CJC-20-005068

11 POSTMATES CLASSIFICATION CASES

CASE NO. CGC-18-567868

12 Included Actions:

13 Winns v. Postmates, Inc., No. CGC-17-562282
14 (San Francisco Superior Court)

**DECLARATION OF MELANIE
ANNE WINNS IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
REVISED CLASS ACTION
SETTLEMENT**

15 Rimler v. Postmates, Inc., No. CGC-18-
16 567868 (San Francisco Superior Court.)

17 Brown v. Postmates, Inc., No. BC712974
(Los Angeles Superior Court)

Hon. Suzanne R. Bolanos

18 Santana v. Postmates, Inc., No. BC720151
19 (Los Angeles Superior Court)

Dept. 303

20 Vincent v. Postmates, Inc., No. RG19018205
(Alameda County Superior Court)

21 Altounian v. Postmates, Inc., No. CGC-20-
22 584366 (San Francisco Superior Court)

DECLARATION OF MELANIE ANNE WINNS

I, Melanie Anne Winns, declare:

1. I have personal knowledge of the facts set forth in this declaration.

2. I began working as a Postmates driver in the Los Angeles County, California area early 2017. I stopped working in 2019.

3. I agreed to serve as a named plaintiff in this case, which bears my name, almost four years ago in April 2017 when my attorneys filed a PAGA letter on my behalf and then later filed this case as a representative action under California’s law that allows workers to bring Labor Code claims on behalf of the State.

4. I was motivated to get involved in this case because I have personally experienced how Postmates underpaid workers like myself by not pay us all earned wages and gratuity by willfully withholding, collecting and/or receiving our base pay for completing deliveries during “batched” orders; withholding from our wages every in every pay period that Postmates made a direct deposit into our bank accounts; withholding sums from our gratuity given to or left by customers in every pay period that Postmates made the direct deposit into our bank accounts; and that Postmates willfully accessed our private bank accounts without our authorization.

5. I wanted to do my part to try to improve earnings conditions for myself and other California couriers for Postmates who has misclassified us as “independent contractors” and paid us per delivery instead of adequate wages.

6. I also wanted to do my part to improve the terms that was set forth by Postmates by forcing couriers to use direct deposit method of receiving earned wages and gratuities for which we incurred charges.

7. I wanted to do my part to improve couriers’ earning capacity by requiring Postmates to compensate us for the deliveries we did not wish to complete because were not compensated for but were forced to complete anyway.

8. I was determined to put my efforts into this case, because I found it important that Postmates follow the law and pay workers proper wages and reimburse us for our expenses.

9. I am very concerned about independent contractor misclassification in the “gig economy” and wanted to do my part to have the workers to receive all benefits and protections that employees are entitled to have in California.

10. I have taken my role as a class and PAGA representative in this case very seriously from the

1 outset. As part of my role, I have made sure to be available to my attorneys and their staff by phone
2 and email as much as possible so that I can assist them by providing information about Postmates
3 and spreading the word about the case whenever they need it.

4 11. Throughout this case, I have provided my attorneys with documents and information related
5 to my work for Postmates, including information about Fleet Agreements, screenshots of routes,
6 distances, and time, and how Postmates calculated our wages and payments. I supplemented this
7 information over time.

8 12. I would primarily make deliveries in Los Angeles County, but also did deliveries in Pasadena
9 and Santa Monica approximately once a night. I've made deliveries as far as Northridge, and the
10 Glendale areas in California.

11 13. In addition to providing my attorneys with documents and information regarding my work
12 for Postmates, I also spoke and corresponded regularly with my attorneys and their staff about the
13 case. I estimate that I spent about twenty hours in total talking or corresponding with my attorneys
14 and their staff about case updates and settlement negotiations.

15 14. Throughout this litigation, I have feared that by putting myself as the named plaintiff and the
16 representative for this case, I might face difficulties to find work in retaliation for my participation in
17 the case. I was also worried about having my name on this case and how that might affect future
18 employment. I've had these concerns since the case was filed, but I was willing to do it because I
19 thought it was the right thing to do for people who have worked as the couriers for Postmates.

20 15. I got involved in this fight because it matters. It matters when the work, investment, and time
21 Postmates' Couriers put into their jobs is not reflected in their pay. I am proud that this settlement
22 has helped hold Postmates accountable and has allowed all couriers to receive some measure of
23 justice.

24 16. On a typical day, I would drive for Postmates from around 7PM until 10PM-12AM. I worked
25 approximately five nights a week. However, there were some weeks when I didn't drive at all. On
26 average, I have worked 10 to 20 hours a week for Postmates.

27 17. During this time working for Postmates, I leased two cars, a Toyota Prius and a Honda Civic.
28 The Prius I leased from a third-party, but I cancelled the lease because it was too expensive; then, I
29 leased the Honda Civic through Honda. The Honda stopped working about 8 months ago, its
30 transmission broke down. I then transitioned to my mother's car, using her car for working for
31 Postmates. Since I started using her car for doing the deliveries for Postmates, the transmission of
32 her car has died twice, which I've had to replace to keep working.

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18. The types of restaurants I made deliveries for vary a lot, it goes from fancy restaurants to fast-food restaurants. Some of these deliveries are far, approximately 20-25 miles away from the restaurant.

19. I was paid per delivery. When I started working for Postmates, my base pay was around \$4.00 per delivery. On my last deliveries made for Postmates, the base pay rate was approximately \$3.00 per delivery.

20. When I made multiple deliveries from restaurants that were located relatively close together or to customers who lived close together, I received a lower rate of pay due to the proximity.

21. I have not received compensation of any kind in exchange for the general release of my claims against Postmates, other than the proposed service award I would receive as part of this settlement.

22. On February 15, 2017 I was also in a car accident while on a Postmates' delivery job. I reported it but never received information in official reporting in order to receive compensation while being hurt on the job. My car was severely damaged. I did file a separate suit against the driver who crashed into me and who was at fault. But I never received any Workman's Compensation from Postmates.

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

Executed on (Date) 9/25/2021, in (City) LOS ANGELES, (State) CA.

DocuSigned by:
Melanie Winns
By: 36F0BAD5C769423...

Melanie Anne Winns, Declarant