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KRISTIE LOGAN  
7

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 RALPH JOHN  
HICKEY JR. 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 RALPH JOHN HICKEY JR.**

I, RALPH JOHN HICKEY JR., declare:

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

2. I agreed to serve as a named plaintiff in this case, which bears my name, almost four years ago in December 2017 when my attorneys were going to amend the PAGA letter and the complaint. I agreed to be the named plaintiff of a representative action under California’s law that allows workers to bring Labor Code claims on behalf of the State.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. I have taken my role as a class and PAGA representative in this case very seriously from the outset. As part of my role, I have made sure to be available to my attorneys and their staff by phone and email as much as possible so that I can assist them by providing information about Postmates

1 and spreading the word about the case whenever they need it.

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

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

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

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

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

22 15. I began working as a Postmates driver in the Alameda County, California area since Nov 4,  
23 2016. I stopped working in approximately Jan 2018.

24 16. I would primarily make deliveries in Alameda County and Oakland, but also did deliveries in  
25 Las Vegas, Oklahoma City, Oklahoma, Atlanta, Ga, Charlotte, NC, and New York City on several  
26 nights.

27 17. On a typical day, I would drive for Postmates from around the clock sometime working as  
28 long as I could 12pm-12AM. I worked approximately seven nights a week. On average, I have  
worked over 40 plus hours a week for Postmates.

18. During this time working for Postmates, I owned 2 cars, a Toyota Camry and a Honda  
Accord. The Toyota Camry that I had placed a title pawn, after crossing back across the country was  
repossessed because Postmates couldn't bring enough income for me to afford to make loan

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payments, insurance, rent and utilities. I was able to get into another vehicle Honda Accord. The Honda worked but also a title loan was put on this vehicle because it didn't bring the necessary income. I worked for about 14 months with Postmates.

19. 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 10-20 miles away from the restaurant.

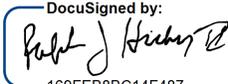
20. I was paid per delivery. When I started working for Postmates, my base pay was around \$4.00 per delivery. On my last deliveries made for Postmates, the base pay rate was approximately \$3.00 per delivery.

21. 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.

22. 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.

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) 9/30/2021, in (city) 9/30/2021, (state) Ga.

DocuSigned by:  
  
By: \_\_\_\_\_  
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RALPH JOHN HICKEY JR., Declarant